

## **AGENDA**

### **Major Projects Committee**

**June 14, 2007**

**9:00 a.m.**

**Location:**

**SANBAG Offices**

***The Super Chief Room***

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**

**San Bernardino, CA 92410**

#### **Major Projects Committee Membership**

##### **Chair**

John Pomierski, Mayor  
City of Upland

Dennis Yates, Mayor  
City of Chino

Robert Christman, Mayor  
City of Loma Linda

##### **Vice-Chair**

Grace Vargas, Mayor  
City of Rialto

Gwenn Norton-Perry, Mayor  
City of Chino Hills

Paul M. Eaton, Mayor  
City of Montclair

Paul Biane, Supervisor  
County of San Bernardino

Kelly Chastain, Mayor  
City of Colton

Paul Leon, Mayor  
City of Ontario

Dennis Hansberger, Supervisor  
County of San Bernardino

Mark Nuaimi, Mayor  
City of Fontana

Diane Williams, Mayor Pro Tem  
City of Rancho Cucamonga

Josie Gonzales, Supervisor  
County of San Bernardino

Bea Cortes, Council Member  
City of Grand Terrace

Pat Gilbreath, Mayor Pro Tem  
City of Redlands

Gary Ovitt, Supervisor  
County of San Bernardino

Larry McCallon, Council Member  
City of Highland

Pat Morris, Mayor  
City of San Bernardino

Richard Riddell, Mayor  
City of Yucaipa

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency

**Major Projects Committee**

**June 14, 2007**

**9:00 a.m.**

**LOCATION:**

**Santa Fe Depot**

*The Super Chief Room*

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino**

*CALL TO ORDER – 9:00 a.m.*

*(Meeting chaired by Mayor John Pomierski.)*

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications – Nessa Williams

**1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of June 14, 2007 Pg. 8**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

**Pg. 13**

**2. Major Projects Attendance Roster**

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

*Notes/Action*

### **Consent Calendar Cont...**

3. **Construction Change Orders to On-going SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc., Diversified Services, Inc., and Republic Electric.** Pg. 16

Review and ratify change orders. **Darren Kettle**

### **Discussion Calendar**

4. **New Elections for Chair and Vice Chair of the Major Projects Committee** Pg. 38

Conduct Elections. **John Pomierski**

5. **Appointment of Jim Beers, Registered Civil Engineer, a Flour contract employee, to serve as SANBAG's Agency Engineer as required for federal funding applications** Pg. 39

Appoint Jim Beers, Registered Civil Engineer, a Flour contract employee, to serve as SANBAG's Agency Engineer for purposes related to the requirement of federal funding applications. This item imposes no financial impact. TN 81507000 **Darren Kettle**

6. **Approve Contract No. 08-008 with Parsons Transportation Group for Interstate 10 High Occupancy Vehicle (HOV) Lane Project Development Activities** Pg. 40

Approve Contract No. 08-008 with Parsons Transportation Group for Interstate 10 HOV Lane Project Development Activities in an amount not to exceed \$10,500,000 as described in the financial impact section below. TN 82508000 **Darren Kettle**

7. **Approve Contract No. C08011 with HDR for Colton Crossing BNSF/UPRR Railroad Grade Separation Project Development Consultant Services** Pg. 97

Approve Contract No. C08011 with HDR for Project Development Consultant Services for the Colton Crossing BNSF/UPRR railroad grade separation project in an amount not to exceed \$3,689,000 as described in the financial impact section below. TN 87908000 **Darren Kettle**



**Discussion Calendar Cont...**

8. **Approve Contract No. 08-013 with LAN Engineering for Interstate 15/ Interstate 215 Devore Interchange Project Development Consultant Services** Pg. 127

Approve Contract No. 08-013 with LAN Engineering for Interstate 15/ Interstate 215 Devore Interchange Project Development Consultant Services in an amount not to exceed \$7,074,884 as described in the financial impact section below. TN 88008000 **Darren Kettle**

9. **Interstate 215 Bi-County (Orange Show Road – San Bernardino to the 60/91/215 Interchange - Riverside) Update** Pg. 145

Receive Report on the Interstate 215 Bi-County Project. TN 83007000 **Darren Kettle**

10. **Live Oak Canyon/Interstate 10 Interchange Final Design and Construction Support Contracts with URS Corporation** Pg. 146

1. Approve Amendment No. 7 to contract no. 01-061 with URS Corporation for final design services for the Live Oak Canyon/Interstate 10 Interchange in the amount of \$49,992 as described below in the Financial Impact Section, and
2. Approve Contract No. 08-012 with URS Corporation to provide construction engineering support for the Live Oak Canyon Interstate 10 Interchange in the amount of \$100,490 as described below in the Financial Impact Section. TN 84308000 **Darren Kettle**

11. **Construction Contract for Live Oak Canyon/Interstate 10 Interchange** Pg. 184

Authorize staff to proceed directly to Board for award of Construction Contract of the Live Oak Canyon/Interstate 10 Interchange **Darren Kettle**

12. **Amendment No. 5 to Purchase Order 0432 with P&D Consultants for construction management services for the State Route 71 Landscape Project** Pg. 185

1. Approve Amendment No. 5 to Purchase Order No. 0432 with P&D Consultants increasing the amount by \$35,000 to provide Construction Management Services for Route 71 Landscaping completion project, and
2. Amend the SANBAG 2007/08 Budget increasing expenditures and revenues in Task Number 81808000 in the amount of \$35,000 as detailed in the Financial Impact Section. Funding sources is Measure I Valley Major Projects. TN 81808000 **Darren Kettle**

13. Additional Items from Committee Members
14. Brief Comments by General Public
15. Director's Comments
16. Acronym Listing

Pg. 187

**ADJOURNMENT**

The next  
Major Projects Committee Meeting  
for July 12, 2007 is CANCELLED.

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM 1

**Date:** June 14, 2007

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation \*:** Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	04-018	Brutoco Engineering & Construction <i>Mike Murphy</i>	Ortiz – A.C. Alcorn Fencing Anderson Drilling Modern Alloys JV Landclearing Pavement Recycling ACL Moore Signs & Lighting

\*

*Approved*  
*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A Cont...	04-018		Pacific Restoration Harbor Co. Reycon Sudhakar Avar-Campbell Franklin Reinf. Steel
3-B	05-014	Atkinson Contractors <i>Scott Lynn</i> <i>Kent Reiman</i>	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel Anderson Drilling
3-C	05-005	Atkinson Contractors <i>Scott Lynn</i> <i>Kent Reiman</i>  MCM <i>H McGovern</i>	All American Asphalt Modern Alloys Diversified Landscaping JV Land Clearing Valley Concrete Placing Coffman Specialties Alcorn Fence Coral Construction Sudhakar Company Dywidag Systems Highlight Electric Regional Steel

Item No.	Contract No.	Principals & Agents	Subcontractors
3-D	06-001	Atkinson Contractors <i>Scott Lyon</i> <i>Kent Reiman</i>	West Coast Demo Penhall Moore Electric CGO Construction United Steel Placers Superior Gunite ACL Reycon Diversified Landscape Modern Alloys Statewide Safety Sudhakar Anderson Drilling DSI Ulmer Industries CTM Ortiz Asphalt Paving Alcorn Fence
3-E	06-016	Tony's Multi-Service Firm <i>Manuel Blanco</i>	Rock Structures High Light Electric W.S.S. Construction United Traffic Diversified Landscape
3-F	06-017	Tony's Multi Service Firm <i>Manuel Blanco</i>	Rock Structures High Light Electric T.E. Roberts United Traffic
3-G	06-064	Diversified Services, Inc. <i>Paul Morales</i>	Ace Fence Reycon T.E. Roberts

Item No.	Contract No.	Principals & Agents	Subcontractors
3-H	06-065	Tony's Multi-Service Firm <i>Manuel Blanco</i>	Rock Structures Innovative Electric T.E. Roberts
3-I	06-056	Republic Electric <i>James A. Wagner, P.E.</i> <i>Vice President, Engineering</i>	Jones Backhoe Service, Inc. Fiberspan Communications
3-J	07-095	Atkinson Contractors, LP <i>Scott Lyon</i> <i>Kent Reiman</i>	Sudhakar Diversified Landscape Statewide Safety and Signs Alcorn Fence Coral Construction West Coast Welding DSI Integrity Rebar CTM Construction Penhall VT Electric Ortiz Asphalt
6	08-008	Parsons Transportation Group <i>David Speirs</i>	David Evans and Associates, Inc. Kimley Horn and Associates, Inc. Paragon Partners Ltd. Earth Mechanics, Inc. Applied Earthworks, Inc. Arrellano Associates Michael Brandman Associates

Item No.	Contract No.	Principals & Agents	Subcontractors
7	08-011	HDR <i>Tom Kim</i>	JL Patterson & Assoc. ATS Consulting CHJ Inc. David Evans and Assoc. Inc. Huitt-Zollars LSA Assoc. Inc. Meyer Mohaddes Assoc. Inc. Paragon Partners Tatsumi & Partners Westbound Communications
8	08-013	LAN Engineering <i>William Nascimento</i>	LSA – Environmental Arellano & Assoc. – Public Outreach Associated Engineers – Surveying Meyer, Mohaddes Assoc. – Traffic Earth Mechanics – Geotechnical
10	01-061-07	URS Corporation <i>Shannon Willits</i>	Tatsumi and Partners
10	08-012	URS Corporation <i>Shannon Willits</i>	CH2MHILL
12	PO-0432	P& D Consultants <i>Harry Clarke</i>	None

**Financial Impact:** This item has no direct impact on the SANBAG budget.

**Reviewed By:** This item is prepared monthly for review by SANBAG Board and Committee members.



AGENDA ITEM 2  
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2007

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Paul Eaton</b> City of Montclair		X										
<b>John Pomierski</b> City of Upland	X	X										
<b>Paul Biane</b> Board of Supervisors	X	X	X									
<b>Kelly Chastain</b> City of Colton	X	X	X									
<b>Robert Christman</b> City of Loma Linda	X	X	X									
<b>Bea Cortes</b> City of Grand Terrace	X	X	X									
<b>Pat Gilbreath</b> City of Redlands	X	X	X									
<b>Josie Gonzales</b> Board of Supervisors	X											
<b>Dennis Hansberger</b> Board of Supervisors												
<b>Larry McCallon</b> City of Highland	X	X	X									
<b>Patrick Morris</b> City of San Bernardino	X	X	X									
<b>Gwenn Norton-Perry</b> City of Chino Hills		X										
<b>Mark Nuaimi</b> City of Fontana	X	X										
<b>Gary Ovitt</b> Board of Supervisors												
<b>Dick Riddell</b> City of Yucaipa	X	X										

X = Member attended meeting.  
mnpccatt07.doc

\* = Alternate member attended meeting.

Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

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**AGENDA ITEM 2**  
**MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2007**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Grace Vargas</b> City of Rialto	X	X	X									
<b>Paul Leon</b> City of Ontario		X	X									
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X									
<b>Dennis Yates</b> City of Chino	X	X										

X = Member attended meeting.  
 mpcatt07.doc

\* = Alternate member attended meeting.

Empty box = Member did not attend meeting

Crossed out box = Not a member at the time.

**AGENDA ITEM 2**  
**MAJOR PROJECTS COMMITTEE ATTENDANCE ROSTER – 2006**

Name	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Paul Eaton	X	CANCELLED	X		X		X	CANCELLED	X	X	X	
John Pomierski			X	X	X	X	X		X	X		
Paul Biane	X		X	X		X	X		X			
Deirdre Bennett							X			X		
Kelly Chastain	X		X	X	X	X	X					
Robert Christman			X	X	X	X	X				X	
Bea Cortes	X		X	X	X	X	X		X	X	X	
Pat Gilbreath	X		X	X	X	X	X		X		X	
Josie Gonzales			X	X		X	X			X		
Dennis Hansberger			X							X	X	
Larry McCallon			X	X	X		X		X	X		
Pat Morris	(Judith Valles) X		X	X	X	X	X		X	X	X	
Gwenn Norton-Perry												
Mark Nuaimi			X		X		X		X	X	X	
Gary Ovitt	X		X	X								
Richard Riddell	X		X	X	X	X	X		X		X	
Grace Vargas (Ed Scott)	X		X			X			X	X	X	
Alan Wapner	X		X	X		X	X		X	X	X	
Diane Williams	X		X	X		X	X		X	X	X	
Dennis Yates	X					X	X					

X - attended meeting.

The crossed-out boxes indicate members who were not on the committee as of that month.

The empty boxes indicate member who did not attend the meeting that month.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3

**Date:** June 14, 2007

**Subject:** Construction Change Orders to On-going SANBAG Construction Contracts with Brutoco Engineering & Construction, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc., Diversified Services, Inc., and Republic Electric.

**Recommendation:**\* Review and ratify change orders.

**Background:** This item addresses on-going construction contracts with Brutoco Engineering & Construction, Inc, Atkinson Contractors LP, Atkinson/MCM JV, Tony's Multi-Service Firm, Inc., Diversified Services, Inc., and Republic Electric.

As directed by SANBAG Board action on September 1, 1999, the status of construction change orders (CCOs) is presented below:

- A. CN 04-018 with Brutoco Engineering & Construction for construction of I-10 Truck Climbing Lane project: No new CCOs have been approved since the last Major Projects Committee action.
- B. CN 05-014 with Atkinson Contractors, LP for construction of SR-210 Segments 9/10/11 Mainline project: CCO No. 1, Supplement 5 (\$150,000.00 increase to maintain the roadway and provide additional traffic control for the convenience of public traffic); CCO No. 13 (\$5,784.13 increase to complete the miscellaneous revisions required

*Approved*  
*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed:* \_\_\_\_\_

for electrical and communication work); CCO No. 15, Supplement 1 (\$150,000.00 increase for electrical service connection fees); CCO No. 17, Supplement 1 (\$80,000.00 increase to maintain the storm water practices); CCO No. 19, Supplement 1 (\$60,000.00 increase for additional removal of illicit dumping by the public); CCO No. 36, Supplement 1 (\$30,000.00 increase to maintain and remove the partial opening of the freeway, located between Sierra and Alder Avenues); CCO No. 38, Supplement 1 (\$40,000.00 increase for additional irrigation, landscaping, sidewalk, and to repair AC pavement and grading); CCO No. 60 (\$82,208.00 decrease to eliminate concrete dike and shoulder backing, replacing it with asphalt concrete dike); CCO No. 62 (\$72,458.52 decrease to eliminate edge drain and edge drain outlets); CCO No. 67 (\$7,500.00 increase to furnish mast arm mounted street name signs); CCO No. 74 (\$6,505.62 increase to provide an alarm monitoring system to meet the confined space requirement of the communication HUB building); CCO No. 77 (\$594,300.00 decrease to eliminate the work for the Muscoy Underpass Retrofit project); CCO No. 78 (\$15,000.00 increase to furnish and install conduit on the Miramonte Undercrossing); CCO No. 79 (\$51,179.00 increase to add metal beam guard railing, relocate an existing concrete driveway, remove and replace asphalt concrete dike, and provide additional traffic control); CCO No. 80 (\$32,975.00 increase to grout all pull boxes and provide additional traffic control, additional grading and re-establishing erosion control measures); CCO No. 81, Supplement 1 (\$10,000.00 increase to transfer Segment 11 Early Punchlist Bridge items into the SR-210 Mainline contract); CCO No. 82 (\$25,000.00 increase to remove and replace the right-of-way fencing, and perform additional grading to provide adequate drainage); and CCO No. 83 (\$349,384.23 increase to complete on-ramps at Sierra Avenue, remove the "sliver ramp" and complete soundwall at Easton Avenue, and install electrical signalization and fiber optics) have been approved since the last Major Projects Committee action.

- C. CN 05-005 with Atkinson Contractors/MCM JV for construction of SR-210 Segment 11 Early project: CCO No. 19 (\$9,150.04 decrease to adjust various electrical items); and CCO No. 23, Supplement 2 (\$30,000.00 increase for temporary construction easements) have been approved since the last Major Projects Committee action.
- D. CN 06-001 with Atkinson Contractors, LP for construction of I-10 Median Mixed-Flow Lane project: No new CCOs have been approved since the last Major Projects Committee action.
- E. CN 06-016 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 1 Landscaping: CCO No. 7 (\$5,561.60 decrease to

substitute a smaller plant size) has been approved since the last Major Projects Committee action.

- F. CN 06-017 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 2 Landscaping: CCO No. 6 (\$1,621.40 decrease to substitute a smaller plant size) has been approved since the last Major Projects Committee action.
- G. CN 06-064 with Diversified Services, Inc. for construction of SR-210 Segment 3 Landscaping: CCO No. 6, Supplement 1 (\$5,000.00 increase to extend an irrigation crossover that was conflicting with existing fiber optic conduit) has been approved since the last Major Projects Committee action.
- H. CN 06-065 with Tony's Multi-Service Firm, Inc. for construction of SR-210 Segment 4 Landscaping: No new CCOs have been approved since the last Major Projects Committee action.
- I. CN 06-056 with Republic Electric for installation of the San Bernardino Valley Coordinated Traffic Signal System – Tier 2: CCO No. 2 (\$99,672.66 increase for street repair that was damaged by the contractor, due to a broken watermain) has been approved since the last Major Projects Committee action.
- J. CN 07-095 with Atkinson Contractors, LP for construction of the I-215 5<sup>th</sup> Street Overcrossing: CCO No. 4 (\$25,000.00 increase to pothole, remove, relocate, and/or maintain existing and temporary utility facilities not addressed in the Contract Plans and Specifications) has been approved since the last Major Projects Committee action.

**Financial Impact:** This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 82407 and TN 86007.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on June 14, 2007.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

San Bernardino Associated Governments  
CONTRACT CHANGE ORDER AND CONTINGENCY BALANCE LOG

(Updated: 6/5/2007)

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	CONTRACTOR FROM	CTF/HWA Consensus TO	CTF/HWA Consensus FROM	SANBAG Approval TO	SANBAG Approval FROM	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>> \$11,062,039.52																
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$45,000.00				1/27/05	1/27/05	2/2/05	1/28/05	5/20/05	2/4/05	2/8/05	2/10/05	Approved & Implemented
(S)				\$45,000.00	0.05%	\$45,000.00	\$ 11,017,039.52		2/10/05	<< Approved Copies	n/a	n/a	2/8/05	2/10/05		
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$45,000.00				6/24/05	n/a	n/a	n/a	n/a	6/30/05	7/6/05	7/6/05	Approved & Implemented
S1				\$45,000.00	0.05%	\$90,000.00	\$ 10,972,039.52		7/6/05	<< Approved Copies						
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$100,000.00				10/12/05	11/8/05	N/A	4/5/06	4/5/06	10/12/05	10/12/05	11/4/05	Approved & Implemented
S2				\$100,000.00	0.10%	\$190,000.00	\$ 10,872,039.52		11/8/05	<< Approved Copies						
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$115,000.00				3/30/06	N/A	N/A	4/5/06	7/21/06	4/3/06	4/5/06	4/5/06	Approved & Implemented
S3				\$115,000.00	0.12%	\$305,000.00	\$ 10,757,039.52		4/5/06	<< Approved Copies						
1	ADDITIONAL FUNDS FOR CCO 1	EWFA	0	\$130,000.00				11/1/06	N/A	N/A	11/3/06		11/1/06	11/7/06	11/6/06	Approved & Implemented
S4				\$130,000.00	0.13%	\$435,000.00	\$ 10,627,039.52		11/7/06	<< Approved Copies						
1	ADDITIONAL FUNDS FOR CCO 1 THRU 1-S4	EWFA	0	\$150,000.00				5/11/07	N/A	N/A	5/14/07		5/14/07	5/23/07	5/22/07	Approved & Implemented
S5				\$150,000.00	0.15%	\$585,000.00	\$ 10,477,039.52		5/23/07	<< Approved Copies						
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	\$50,000.00				1/27/05	1/27/05	2/2/05	1/28/05	5/20/05	2/4/05	2/10/05	2/10/05	Approved & Implemented
S1				\$50,000.00	0.05%	\$635,000.00	\$ 10,427,039.52		2/10/05	<< Approved Copies						
2	ADDITIONAL FUNDS	EWFA	0	\$65,000.00				10/27/05	N/A	N/A	Follow Up Re	6/28/06	10/27/05	11/21/05	11/21/05	Approved & Implemented
S1				\$65,000.00	0.07%	\$700,000.00	\$ 10,362,039.52		11/21/05	<< Approved Copies						
3	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$49,920.00				2/2/05	2/2/05	2/15/05	2/1/05	5/20/05	2/15/05	2/17/05	2/17/05	Approved & Implemented
(S)				\$49,920.00	0.05%	\$749,920.00	\$ 10,312,119.52		2/17/05	<< Approved Copies						
4	ACACIA CUL-DE-SAC	EWFA	0	\$5,000.00				3/4/05	3/6/05	3/2/05	3/7/05	5/20/05	3/2/05	3/29/05	3/29/05	Approved & Implemented
S1		ITEM		\$33,149.00	0.04%	\$788,069.00	\$ 10,273,970.52		3/29/05	<< Approved Copies						
5	CUT, TRIM, REMOVE & DISPOSE OLEANDERS & MISC. SHRUBS ALONG ...	EWFA	0	\$35,000.00				2/7/05	2/8/05	2/15/05	2/8/05	5/20/05	2/15/05	2/17/05	2/17/05	Approved & Implemented
S1				\$35,000.00	0.04%	\$823,069.00	\$ 10,238,970.52		2/7/05	<< Approved Copies						
5	ADDITIONAL FUNDS	EWFA	0	\$38,000.00				4/17/06	N/A	N/A	4/19/06	4/24/06	4/17/06	4/19/06	4/19/06	Approved & Implemented
S1				\$38,000.00	0.04%	\$861,069.00	\$ 10,200,970.52		4/19/06	<< Approved Copies						
6	STRIPING PLANS FOR HIGHLAND DETOUR	EWFA	0	\$15,000.00				3/4/05	3/16/05	3/2/05	3/7/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
S1		ITEM		\$16,000.00	0.03%	\$892,069.00	\$ 10,169,970.52		3/29/05	<< Approved Copies						
7	REVISED PLAN SHEETS (CLARIFICATIONS)	NCNC	0	\$0.00				2/15/05	2/17/05	3/6/05	2/18/05	5/20/05	3/8/05	3/16/05	3/16/05	Approved & Implemented
S1				\$0.00	0.00%	\$892,069.00	\$ 10,169,970.52		3/6/05	<< Approved Copies						
8	MAN-MADE BURIED OBJECTS	EWFA	0	\$30,000.00				3/7/05	3/6/05	3/2/05	3/8/05	5/20/05	3/22/05	3/28/05	3/29/05	Approved & Implemented
S1				\$30,000.00	0.03%	\$922,069.00	\$ 10,139,970.52		3/29/05	<< Approved Copies						
8	ADDITIONAL FUNDS	EWFA	0	\$45,000.00				5/25/05	N/A	N/A	Follow Up Request	7/5/06	5/23/05	5/26/05	5/25/05	Approved & Implemented
S1				\$45,000.00	0.05%	\$967,069.00	\$ 10,094,970.52		5/31/05	<< Approved Copies						

**San Bernardino Associated Governments**  
**CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

*(Updated: 6/5/2007)*

**SEGMENTS 9, 10, 11 MAINLINE**  
**Contract No. 05-014**

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CITHWA Concurrence		SABAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
8	ADDITIONAL FUNDS	EWFA	0	\$40,000.00				11/21/05	N/A	N/A	Follow Up Request	11/22/05	11/29/05	11/29/05	11/29/05	Approved & Implemented
9	MAINTAIN UTILITY FACILITIES	EWFA	0	\$30,000.00	0.04%	\$1,007,069.00	\$ 10,054,970.52		11/30/05	<< Approved Copies						
9	ADDITIONAL FUNDS	EWFA	0	\$30,000.00	0.03%	\$1,037,069.00	\$ 10,024,970.52	3/7/05	3/18/05	3/28/05	3/6/05	5/20/05	3/28/05	3/28/05	3/29/05	Approved & Implemented
9	ADDITIONAL FUNDS	EWFA	0	\$40,000.00				9/26/05	N/A	N/A	Approved Copies	7/5/06	9/26/05	9/28/05	9/28/05	Approved & Implemented
9	ADDITIONAL FUNDS	EWFA	0	\$45,000.00	0.04%	\$1,077,069.00	\$ 9,984,970.52		9/28/05	<< Approved Copies						
9	ADDITIONAL FUNDS	EWFA	0	\$45,000.00				7/18/06	N/A	N/A			7/18/06	10/2/06	8/2/06	Approved & Implemented (Note: Rec'd from HL 10/2/06)
10	REMOVE TEMPORARY LIGHTING ALONG HIGHLAND	EWFA	0	\$45,000.00	0.05%	\$1,122,069.00	\$ 9,939,970.52		10/2/06	<< Approved Copies						
10	REMOVE TEMPORARY LIGHTING ALONG HIGHLAND	EWFA	0	\$30,000.00				3/21/05	3/22/05	3/28/05	3/22/05	3/24/05	3/31/05	3/31/05	3/30/05	Approved & Implemented
11	GRAFFITI REMOVAL	EWFA	0	\$30,000.00	0.03%	\$1,152,069.00	\$ 9,909,970.52		3/31/05	<< Approved Copies						
11	GRAFFITI REMOVAL	EWFA	0	\$10,000.00				3/31/05	4/1/05	4/4/05	4/4/05	5/16/05	4/4/05	4/5/05	4/5/05	Approved & Implemented
12	REVISED DRAINAGE PLANS - SEGMENT 11	ITEM	0	\$63,410.40	0.01%	\$1,162,069.00	\$ 9,899,970.52		4/6/05	<< Approved Copies						
12	REVISED DRAINAGE PLANS - SEGMENT 11	ITEM	0	\$63,410.40				4/7/05	4/11/05	5/6/05	4/11/05	5/16/05	5/9/05	5/18/05	5/18/05	Approved & Implemented
13	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS	0	\$5,784.13				8/9/06	8/11/06	Will Not Sign 4/10/07	8/11/06		8/24/06	8/40/06	4/16/07	Approved & Implemented (Processed Unilateral)
14	ADDITIONAL BNSF INSURANCE COVERAGE	ACLS	0	\$20,152.67	0.01%	\$1,231,263.53	\$ 9,850,775.99		4/16/07	<< Approved Copies						
14	ADDITIONAL BNSF INSURANCE COVERAGE	ACLS	0	\$20,152.67				5/27/05	6/3/05	6/30/05	6/5/05	8/1/05	7/5/05	7/6/05	7/6/05	Approved & Implemented
15	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$30,000.00	0.02%	\$1,251,416.20	\$ 9,810,623.32		7/6/05	<< Approved Copies						
15	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$30,000.00				5/3/05	5/3/05	5/6/05	5/6/05	8/1/05	5/9/05	5/18/05	5/18/05	Approved & Implemented
15	ADDITIONAL FUNDS TO CCO 15 (ELECTRICAL SERVICE CONNECTION)	EWFA	0	\$150,000.00				5/11/07	N/A	N/A	5/14/07		5/14/07	5/16/07	5/15/07	Approved & Implemented
16	MODIFY VULCAN EAST DRIVEWAY	EWFA	0	\$15,000.00	0.15%	\$1,431,416.20	\$ 9,630,623.32		5/16/07	<< Approved Copies						
16	ADDITIONAL FUNDS	EWFA	0	\$15,000.00				7/15/05	7/21/05		7/22/05	8/1/05	8/5/05	8/9/05	8/9/05	Approved & Implemented
16	ADDITIONAL FUNDS	EWFA	0	\$15,000.00	0.02%	\$1,446,416.20	\$ 9,615,623.32		8/10/05	<< Approved Copies						
16	ADDITIONAL FUNDS	EWFA	0	\$15,000.00				9/21/05	N/A	N/A	6/23/06	7/5/06	9/21/05	9/26/05	9/26/05	Approved & Implemented
16	ADDITIONAL FUNDS	EWFA	0	\$15,000.00				12/7/05	N/A	N/A	6/23/06	7/5/06	12/7/05	12/12/05	12/12/05	Approved & Implemented
16	ADDITIONAL FUNDS	EWFA	0	\$15,000.00	0.02%	\$1,461,416.20	\$ 9,600,623.32		9/26/05	<< Approved Copies						
17	SWPPP MAINTENANCE SHARING	EWFA	0	\$30,000.00				12/7/05	N/A	N/A	6/23/06	7/5/06	12/7/05	12/12/05	12/12/05	Approved & Implemented
17	SWPPP MAINTENANCE SHARING	EWFA	0	\$30,000.00	0.03%	\$1,491,416.20	\$ 9,570,623.32		12/13/05	<< Approved Copies						
17	SWPPP MAINTENANCE SHARING	EWFA	0	\$40,000.00				5/3/05	5/3/05	5/6/05	5/17/05	8/1/05	5/9/05	5/18/05	5/18/05	Approved & Implemented
17	ADDITIONAL FUNDS TO CCO 17 (SWPPP MAINTENANCE)	EWFA	0	\$40,000.00	0.04%	\$1,531,416.20	\$ 9,530,623.32		5/18/05	<< Approved Copies						
17	ADDITIONAL FUNDS TO CCO 17 (SWPPP MAINTENANCE)	EWFA	0	\$60,000.00				5/11/07	N/A	N/A	5/14/07		5/14/07	5/16/07	5/15/07	Approved & Implemented
17	ADDITIONAL FUNDS TO CCO 17 (SWPPP MAINTENANCE)	EWFA	0	\$80,000.00	0.08%	\$1,611,416.20	\$ 9,450,623.32		5/16/07	<< Approved Copies						



**San Bernardino Associated Governments**  
**CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

*(Updated: 6/5/2007)*

**SEGMENTS 9, 10, 11 MAINLINE**  
**Contract No. 05-014**

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CI/HWA Concurrence		SANDAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
18	REVISION TO N LINE PROFILE	NCNC	0	\$0.00				5/17/05	5/26/05	6/1/05	5/26/05	8/1/05	6/1/05	6/3/05	6/2/05	Approved & Implemented
19	ILLCIT DUMPING	EWFA	0	\$0.00	0.00%	\$1,611,416.20	\$ 9,450,623.32	4/15/05	6/6/05	<< Approved Copies						
				\$30,000.00					6/9/05	6/13/05	6/10/05	8/1/05	6/13/05	6/15/05	6/15/05	Approved & Implemented
19 S1	ADDITIONAL FUNDS TO CCO 19 (ILLCIT DUMPING)	EWFA	0	\$30,000.00	0.03%	\$1,641,416.20	\$ 9,420,623.32	5/11/07	N/A	N/A	5/14/07		5/14/07	5/16/07	5/15/07	Approved & Implemented
20	AYALA PIPE EXTENSION	EWFA	0	\$50,000.00	0.06%	\$1,701,416.20	\$ 9,360,623.32	5/27/05	6/3/05	6/9/05	6/2/05	8/1/05	6/9/05	6/15/05	6/15/05	Approved & Implemented
				\$15,000.00					6/16/05	<< Approved Copies						
21	SBCFCD MAINTENANCE TURN-AROUND- SEGMENT 9	EWFA	0	\$15,000.00	0.02%	\$1,716,416.20	\$ 9,345,623.32	7/14/05	7/15/05	7/22/05	7/15/05	8/1/05	7/22/05	7/26/05	7/26/05	Approved & Implemented
22	PROVIDE PEPPER AVE ACCESS - Segment 10	ITEM	0	\$11,331.36	0.01%	\$1,742,747.56	\$ 9,319,291.96	5/23/05	5/25/05	6/17/05	5/26/05	7/28/05	6/17/05	6/23/05	6/23/05	Approved & Implemented
				\$2,000.00				8/18/05	8/22/05	8/31/05	9/8/05	9/8/05	9/8/05	9/19/05	9/19/05	Approved & Implemented
22 S1	ADDITIONAL FUNDS	EWFA	0	\$2,000.00	0.00%	\$1,744,747.56	\$ 9,317,291.96	8/18/05	9/19/05	<< Approved Copies						
23	DRAINAGE DETAILS & INCREASED PIPE SIZES IN SEGMENT 9	ITEM	0	\$7,446.00				10/3/05	9/9/05	9/30/05	9/9/05		8/18/05	12/6/05	1/9/06	Approved & Implemented
				\$1,446.00	0.01%	\$1,752,193.56	\$ 9,309,845.96	12/5/05	12/6/05	12/16/05	12/6/05	12/14/05	12/16/05	1/9/06		
24	SEGMENT 11 DRAINAGE REVISION	ITEM	0	\$12,652.80				6/6/05	6/17/05	6/30/05	6/17/05	6/28/05	7/5/05	7/6/05	7/6/05	Approved & Implemented
		EWFA		\$2,500.00					7/6/05	<< Approved Copies						
25	ADDITIONAL DRAINAGE WORK / MODIFY NEW & EXISTING DRAINAGE FACILITIES	EWFA	0	\$30,000.00	0.02%	\$1,767,546.36	\$ 9,294,493.16	6/16/05	6/17/05	6/28/05	6/17/05	6/28/05	7/5/05	7/6/05	7/6/05	Approved & Implemented
				\$30,000.00	0.03%	\$1,797,546.36	\$ 9,264,493.16	7/15/06	7/15/06	<< Approved Copies			7/19/06	8/22/06	8/14/06	Approved & Implemented
25 S1	ADDITIONAL FUNDS	EWFA	0	\$115,000.00				9/12/06	N/A	N/A	9/13/06		9/13/06	9/14/06		
				\$115,000.00	0.12%	\$1,912,546.36	\$ 9,149,493.16	5/11/07	9/15/06	<< Approved Copies			9/13/06	9/14/06		IN PROCESS
25 S2	ADDITIONAL FUNDS TO CCO 25 & CCO 25S1 (ADD'L DRAINAGE WORK)	EWFA	0	\$160,000.00									5/14/07			
				\$160,000.00	0.16%	\$2,072,546.36	\$ 8,989,493.16			<< Approved Copies						
26	MODIFICATIONS TO THE INTERSECTIONS OF LILAC/CASUALIA AND LILACTAHOE	EWFA	0	\$55,000.00				10/28/05	11/22/05	12/5/05	11/22/05	12/1/05	10/34/05	12/7/05	12/7/05	Approved & Implemented
				\$55,000.00	0.06%	\$2,127,546.36	\$ 8,934,493.16		12/7/05	<< Approved Copies						
27	SBCFCD MAINTENANCE TURN-AROUND- SEGMENT 11	EWFA	0	\$10,000.00				7/18/05	7/29/05	12/5/05	7/29/05	8/17/05	12/6/05	12/7/05	12/7/05	Approved & Implemented
				\$10,000.00	0.01%	\$2,137,546.36	\$ 8,924,493.16	12/1/05	12/1/05	<< Approved Copies						
27 S1	ADDITIONAL FUNDS	EWFA	0	\$45,000.00				5/9/06	N/A	N/A			5/9/06	6/26/06	6/26/06	Approved & Implemented
				\$45,000.00	0.05%	\$2,182,546.36	\$ 8,879,493.16	12/5/05	6/26/06	<< Approved Copies						
28	SEGMENT 10 BRIDGE WELDED STEEL CASING PAYMENT	EWLS	0	\$52,932.24				12/7/05	12/8/05	12/16/05	12/8/05	12/14/05	12/16/05	1/9/06	1/9/06	Approved & Implemented
				\$52,932.24	0.06%	\$2,235,478.60	\$ 8,826,560.92		1/9/06	<< Approved Copies						

**San Bernardino Associated Governments**  
**CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**  
**Contract No. 05-014**

(Updated: 6/5/2007)

COO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO FROM	CT/HWA Concurrences TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/REMARKS
29	SEGMENT 10 EARLY PUNCHLIST ITEMS @ RIVERSIDE AND EASTON	EWFA ADJ	0	\$40,000.00 -\$9,799.99				4/7/06	4/14/06 5/3/06	4/14/06 4/28/06	4/13/06 5/9/06	5/8/06	Approved & Implemented
30	SEGMENT 9 & 10 EARLY SOUNDWALL COMPLETION	ITEM EWFA	0	\$26,897.40 \$120,000.00	0.03%	\$2,265,678.61	\$ 8,796,360.91	2/28/06	3/10/06 4/3/06 Revised Transmittal >>	3/10/06 4/19/06	3/10/06 4/17/06	4/17/06	Approved & Implemented, CCO Transm-Revised per CT
31	MSE WALL CHANGE	ITEM ACCL	DEF	\$96,331.00 -\$21,238.00	0.15%	\$2,412,576.01	\$ 8,649,463.51	8/15/05	4/17/06 9/14/05 Revised Transmittal >>	4/17/06 10/4/05	3/8/06 4/3/06	4/17/06	Approved & Implemented
31 S1	MSE WALL ADDITIONAL CHANGES	ITEM EWFA	DEF	\$15,093.00 -\$27,335.00	0.08%	\$2,487,669.01	\$ 8,574,370.51	1/18/06	10/7/05 1/26/06 LOST	10/7/05 1/10/07	9/18/06 1/26/06	10/7/05	WAITING FOR CONTRACTOR'S SIGNATURE
32	SEG 10 EARLY PUNCHLIST: RELOC WWD & SBC UTILITIES @ RIVERSIDE AND GALWAY INTERS.	EWLS EWFA	0	\$58,499.35 \$5,000.00	0.01%	\$2,502,154.01	\$ 8,559,885.51	3/24/06	3/29/06 4/11/06 Revised Transmittal Per CT >>	3/29/06 5/3/06	3/24/06 4/19/06	4/19/06	Approved & Implemented; Revised Trans - 05/2/06.
32 S1	CONSTRUCT RETAINING WALL 1195 @ NW RIVERSIDE & GALWAY	EWFA	0	\$3,499.35 \$100,000.00	0.08%	\$2,565,653.36	\$ 8,496,386.16	6/8/06	4/19/06 6/23/06 Revised Transmittal Per CT >>	4/19/06 6/22/06	6/8/06 7/10/06	7/14/06	Approved & Implemented
32 S2	INTERSECTION SIGNALIZATION & DRIVEWAY DESIGN	ITEM EWFA	0	\$71,250.00 \$15,000.00	0.10%	\$2,665,653.36	\$ 8,396,386.16	1/8/07	7/14/06 1/31/07	7/14/06 1/10/07	1/8/07 1/31/07		WAITING FOR CONTRACTOR'S SIGNATURE
33	REVISE FIBER OPTIC CONDUIT SYSTEM 103C IN SEGMENTS 9 & 11	ITEM ADJ	0	\$86,250.00 \$6,500.00	0.09%	\$2,751,903.36	\$ 8,310,136.16	3/20/06	3/21/06 5/3/06	3/21/06 3/21/06	3/20/06 5/3/06	5/31/06	Approved & Implemented
34	DRAINAGE SYSTEM SA ALIGNMENT MODIFICATION SEG 10	ITEM ACCL	0	\$139,104.94 \$25,956.00	0.14%	\$2,891,008.30	\$ 8,171,031.22	3/21/06	5/31/06 4/19/06	5/31/06 4/19/06	4/19/06 5/3/06	5/8/06	Approved & Implemented
35	ADD WB AUXILIARY LANE & SIGN STRUCTURE CHANGES	ITEM ACCL	0	\$5,177.34 \$22,691.00		\$3,032,884.30	\$ 8,029,135.22	3/27/06	3/29/06 1/10/07 LOST ?	3/29/06 1/31/07	3/29/06 2/5/07	2/5/07	Approved & Implemented
36	PARTIAL OPENING OF 210 FWY - SIERRA TO ADLER	EWFA	0	\$27,868.34 \$45,000.00	0.03%	\$3,060,752.64	\$ 8,001,286.88	9/15/05	9/16/05 9/22/05	9/16/05 9/20/05	9/22/05 9/26/05	9/26/05	Approved & Implemented
36 S1	ADDITIONAL FUNDS TO CCO 36 (PARTIAL OPENING OF 210 AT SIERRA)	EWFA	0	\$45,000.00 \$30,000.00	0.05%	\$3,105,752.64	\$ 7,956,286.88	5/11/07	9/26/05 N/A	9/26/05 N/A	5/14/07 5/23/07	5/22/07	Approved & Implemented
37	MBGR PER 2004 STANDARD SPECS	NCNC	0	\$0.00		\$3,135,752.64	\$ 7,926,286.88	1/3/06	5/23/07 1/19/06	5/23/07 1/19/06	1/19/06 4/3/06	4/5/06	Approved & Implemented
37 S1	MBGR ANCHOR BLOCK AT TRANSITION	EWFA	DEF	\$0.00 \$70,000.00	0.00%	\$3,135,752.64	\$ 7,926,286.88	5/10/07	4/5/06 5/14/07	4/5/06 5/14/07	5/10/07 5/14/07		IN PROCESS
38	CACTUS STREET MODIFICATIONS	EWFA ITEM	0	\$70,000.00 \$20,000.00	0.07%	\$3,205,752.64	\$ 7,856,286.88	2/21/06	3/13/06 4/3/06	3/13/06 3/13/06	2/23/06 4/3/06	4/5/06	Approved & Implemented
38 S1	ADDITIONAL FUNDS	EWFA	0	\$58,004.78 \$78,004.78	0.08%	\$3,283,757.42	\$ 7,778,282.10	5/11/07	4/5/06 N/A	4/5/06 N/A	5/14/07 5/30/07	5/30/07	Approved & Implemented
				\$40,000.00	0.04%	\$3,323,757.42	\$ 7,738,282.10		5/30/07	5/30/07			

**San Bernardino Associated Governments**  
**CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

(Updated: 6/5/2007)

CCO NO.	DESCRIPTION (S) - With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CTFHWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
39	PEDESTRIAN OPENINGS - 27TH & CALIFORNIA	ACLS	0	\$6,559.08				10/19/05	10/25/05	11/14/05	10/25/05	10/30/05	10/19/05	11/21/05	11/21/05	Approved & Implemented
40	HIGHLAND / EASTON PROFILE REVISION	ITEM EWFA	0	\$6,559.08 \$4,547.58 \$3,000.00	0.01%	\$3,330,316.50	\$ 7,731,723.02	11/15/05	11/21/05	<< Approved Copies						Approved & Implemented
40 S1	CITY OF RIALTO WATERLINE RELOCATION ON EASTON	EWLS	0	\$9,547.58 \$87,492.15	0.01%	\$3,339,864.08	\$ 7,722,175.44	3/17/06	3/23/06	5/3/06	3/27/06	4/6/06	3/17/06	5/9/06	5/8/06	Approved & Implemented
40 S2	FIRE DEPARTMENT BLOCK WALL AND IRRIGATION	EWFA	0	\$87,492.15 \$40,000.00	0.05%	\$3,427,356.23	\$ 7,634,683.29	8/22/06	N/A	N/A	9/29/06		8/22/06 9/13/06	10/2/06	10/2/06	Approved & Implemented
41	INCLUDE FIBER OPTIC AS MOH	NCNC	0	\$40,000.00 \$0.00	0.04%	\$3,467,356.23	\$ 7,594,683.29	9/27/05	9/28/05	<< Approved Copies			9/28/05	9/28/05	9/28/05	Approved & Implemented
42	DELETE PORTIONS OF IRRIGATION CROSOVERS SEG 9 AND EDGE DRAIN SEG 10	ITEM	0	\$0.00 -\$24,050.00	0.00%	\$3,467,356.23	\$ 7,594,683.29	10/28/05	11/15/05	11/30/05	11/15/05	11/17/05	10/28/05	11/30/05	1/9/06	Approved & Implemented
43	CACTUS CHANNEL BASIN EROSION CONTROL FOR SBCFCD	EWAP		\$24,050.00 \$103,227.83	-0.02%	\$3,443,306.23	\$ 7,618,733.29		1/9/06	<< Approved Copies			6/23/06	6/29/06	7/24/06	Approved & Implemented
44	DELETE QC/QA FOR ASPHALT CONCRETE	ACUP	0	\$103,227.83 -\$74,103.15	0.10%	\$3,546,534.06	\$ 7,515,505.46	1/5/06	1/11/06	2/28/06	10/28/05	12/20/05	1/5/06	3/2/06	3/15/06	Approved & Implemented
45	SIGN STRUCTURE SPECS CHANGE	ITEM EWAP ACLS	0	-\$74,103.15 \$137,697.10 \$585,480.00 \$8,962.80	-0.07%	\$3,472,430.91	\$ 7,589,608.61	11/28/05	12/3/05	12/2/05	12/2/05	3/16/06	11/29/05	3/14/06	3/21/06	Approved & Implemented
46	RETAINING WALL CONCRETE GUTTERS	ACUP	0	\$732,139.90 \$48,307.00	0.74%	\$4,204,570.81	\$ 6,857,668.71	5/31/06	6/1/06	6/14/06	6/1/06	6/21/06	6/31/06	6/14/06	6/26/06	Approved & Implemented
47	REVISIONS TO DRAINAGE SYSTEM 7 SEG 9	ACLS ITEM	0	\$48,307.00 \$700,000.00 \$30,584.00	0.05%	\$4,252,877.81	\$ 6,809,161.71	7/17/06	10/19/06	12/1/06	7/17/06		10/19/06	10/19/06	11/24/07	Approved & Implemented
48	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM EWFA	0	\$730,584.00 -\$70,560.00 \$90,854.24	0.74%	\$4,983,461.81	\$ 6,078,577.71	3/7/06	3/8/06	4/25/06	3/8/06	4/6/06	3/7/06	3/8/06	5/3/06	Approved & Implemented
49	EXTEND EXISTING ADAMS ST. STORM DRAIN (OASIS) TO EAST OF UPRR RAILWAY	ITEM	0	\$20,094.24 \$22,308.00	0.07%	\$5,003,556.05	\$ 6,058,483.47	6/19/06	6/23/06	6/30/06	6/23/06	7/24/06	6/19/06	6/23/06	7/14/06	Approved & Implemented
50	CACTUS V-DITCH AND OUTLET STRUCTURE (CANCELED)	ITEM		\$22,308.00	0.02%	\$5,025,864.05	\$ 6,036,175.47		7/14/06	<< Approved Copies						CANCELED Work included on CCO No. 65
51	SLOPE PAVING - PEPPER, LILAC & 27TH	ITEM EWFA	0	\$0.00 \$165,976.00 \$5,000.00	0.00%	\$5,025,864.05	\$ 6,036,175.47	10/2/06	10/13/06	1/8/07	10/11/06		10/2/06	10/14/06	11/22/07	Approved & Implemented
52	LOCAL STREET SIGNS - METAL POSTS IN LIEU OF WOOD	ACUP	0	\$170,976.00 \$1,328.25	0.17%	\$5,196,840.05	\$ 5,865,199.47	6/1/06	6/2/06	6/13/06	6/2/06	6/21/06	6/1/06	6/14/06	6/26/06	Approved & Implemented
				\$1,328.25	0.00%	\$5,198,168.30	\$ 5,863,871.22		6/26/06	<< Approved Copies						

## CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 6/5/2007)

CCC N.O.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCC AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CTFHWA Concurrence		SABAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
53	SOUNDWALL MASONRY BLOCK SPEC CHANGE	NCNC	0	\$0.00				5/11/06	5/16/06	5/19/06	5/11/06	5/17/06	5/14/06	5/19/06	5/23/06	Approved & Implemented
53	SOUNDWALL MASONRY BLOCK SPEC CHANGE ON BRIDGE STRUCTURES	NCNC	0	\$0.00	0.00%	\$5,196,168.30 \$	5,863,871.22	8/2/06	5/25/06	<< Approved Copies			8/2/06	8/10/06	9/14/06	Approved & Implemented
54	PREPARE SLOPES @ CACTUS CHANNEL FOR EROSION CONTROL	EWAP	0	\$102,760.65	0.00%	\$5,196,168.30 \$	5,863,871.22	5/25/06	6/23/06	6/28/06	6/23/06	7/24/06	6/28/06	6/29/06	7/24/06	Approved & Implemented
55	SEG 9 REPAIR DRAINAGE FACILITY AT SW125N & SEG 10 DS-8F	ITEM ACLS	0	\$102,760.65	0.10%	\$5,500,928.95 \$	5,761,110.57	5/25/06	7/24/06	<< Approved Copies			5/25/06	6/29/06	7/14/06	Approved & Implemented
56	ADJUST. FOR CONCRETE GUTTER IN EXCESS OF 125% EE (SEG 10 & 11)	ACUP ITEM	0	\$30,850.00	0.08%	\$5,584,670.96 \$	5,677,368.56	6/19/06	6/23/06	6/30/06	6/23/06	7/24/06	6/23/06	6/23/06	7/14/06	Approved & Implemented
57	MODIFY DRAINAGE @ LILAC/CASUALIA	ITEM EWFA	0	\$90,585.00	0.09%	\$5,675,255.96 \$	5,586,783.56	12/29/06	7/14/06	<< Approved Copies			12/29/06	1/19/07	2/5/07	Approved & Implemented
58	RETAINING WALL. 150 BARRIER CLOSURE	EWLS	0	\$115,850.00	0.12%	\$5,591,105.96 \$	5,470,933.56	6/16/06	2/5/07	<< Approved Copies			6/16/06	6/23/06	7/14/06	Approved & Implemented
59	SEWER RELOCATION @ SEGMENT 11 BASIN 5			\$2,674.08	0.00%	\$5,593,780.04 \$	5,468,259.48		7/14/06	<< Approved Copies						IN PROCESS - Waiting For Cod Sbd Asphalt
60	ELIMINATE PCC DIKE AND SHOULDER BACKING IN SEGMENT 9	ITEM	0	\$82,208.00	0.00%	\$5,593,780.04 \$	5,468,259.48	8/28/06	8/30/06	2/14/07	8/30/06	9/20/06	8/28/06	8/30/06	4/10/07	Approved & Implemented
61	TEMPORARY TRAFFIC SIGNAL AT EASTON/HIGHLAND	EWFA ITEM	0	\$276.00	-0.08%	\$5,511,572.04 \$	5,550,467.48	9/5/06	3/5/07	4/6/07	3/5/07		4/6/07	4/10/07	10/30/06	Approved & Implemented
62	ELIMINATE EDGE DRAIN IN SEGMENT 10	ITEM ACLS EWFA		\$70,000.00		\$5,581,848.04 \$	5,480,191.48	5/8/07	10/30/06	<< Approved Copies			5/8/07	5/8/07	5/30/07	Approved & Implemented
63	INCREASE IN LCB CEMENT CONTENT	ACUP	0	\$72,458.52	-0.07%	\$5,509,389.52 \$	5,552,650.00		5/30/07	<< Approved Copies						IN PROCESS - Waiting For Contractor's Costs Estimated 6.2 JK
64	ADD WORK FROM STATE STREET STORM DRAIN	EWFA EWUP EWLS	0	\$10,000.00	0.00%	\$5,509,389.52 \$	5,552,650.00	11/30/06	12/4/06	12/14/06	12/1/06		12/4/06	12/4/06	1/22/07	APPROVED & IMPLEMENTED
65	CONCRETE SPILLWAYS & PARKWAY CULVERTS	ITEM		\$1,129,275.16	1.14%	\$6,638,664.68 \$	4,423,374.84		1/22/07	<< Approved Copies						IN PROCESS
66	JUST IN TIME TRAINING (JITT)	EWLS	0	\$505.00	0.00%	\$6,638,664.68 \$	4,423,374.84	12/18/06	12/18/06	12/22/06	12/18/06		12/18/06	12/18/06	12/29/06	Approved & Implemented
67	FURNISH STREET AND ROADSIDE SIGN PANELS	EWFA	0	\$7,500.00	0.00%	\$6,639,169.68 \$	4,422,869.84	12/28/06	1/21/07	<< Approved Copies			1/21/07	1/3/07	4/10/07	Approved & Implemented
68	EASTON SQUARE APARTMENTS ALL WEATHER SURFACING	EWFA	0	\$35,000.00	0.01%	\$6,646,669.68 \$	4,415,369.84	12/13/06	4/10/07	<< Approved Copies	10/20/06		12/15/06	12/27/06	1/2/07	Approved & Implemented

**San Bernardino Associated Governments**  
**CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

SEGMENTS 9, 10, 11 MAINLINE  
 Contract No. 05-014

(Updated: 6/5/2007)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CITYHWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
69	AC PRICE INDEX FLUCTUATION (Partial)	ACUP	0	\$35,000.00	0.04%	\$6,681,669.68	\$ 4,380,369.84		1/2/07	<< Approved Copies			4/13/07	4/30/07		Returned UNDESIGNED 5/21/07
70	SBGFCD PUNCH LIST METHACRYLATE	EWFA	0	\$308,693.17					4/30/07	5/21/07	4/30/07		12/22/06	12/27/06	12/29/06	Approved & Implemented
71	SSSD REVISIONS AT HIGHLAND/CALIFORNIA	ITEM EWFA EWAP	DEF	\$75,000.00	0.31%	\$6,990,362.85	\$ 4,071,676.67	12/21/06	1/2/07	<< Approved Copies			12/22/06	12/27/06	1/2/07	Returned UNDESIGNED 5/21/07 Resubmitted to Contractor for signature
72	SEGMENT 10 BRIDGE SIGN ELIMINATION	ITEM EWFA	0	\$37,689.32	0.08%	\$7,065,362.85	\$ 3,996,676.67	4/16/07	4/24/07	5/21/07	4/24/07		4/16/07	4/24/07		Returned UNDESIGNED 5/21/07 Resubmitted to Contractor for signature
73	MUSCOY UNDERPASS TEMPORARY SUPPORT (CANCELED)	ACFA ACUP	DEF	\$75,000.00					1/2/07	<< Approved Copies			12/22/06	1/15/07	12/22/06	Approved & Implemented
74	HUB BUILDING ENVIRONMENTAL CONTROLLER	ACFA ACUP	DEF	\$2,000.00				1/24/07	1/29/07	2/9/07	1/29/07		1/22/07	<< Approved Copies		CANCELED Work deleted on CCO No.77
75	SEG 10, DS-8A AND 8E REVISIONS	ITEM	0	\$0.00	-0.02%	\$7,223,790.34	\$ 3,838,249.18	4/27/07	5/1/07	5/3/07	5/1/07		4/27/07	5/3/07	5/15/07	Approved & Implemented
76	ISL FIXTURES IN LIEU OF MERCURY VAPOR @ STATE ST UC (Seg.11 E)	EWLS	DEF	\$6,505.62	0.01%	\$7,230,295.96	\$ 3,831,743.56	3/16/07	5/16/07	<< Approved Copies			3/16/07	3/20/07		WAITING FOR CONTRACTOR'S SIGNATURE IN PROCESS
77	ELIMINATE MUSCOY UNDERPASS RETROFIT	ITEM	35	\$5,543.50	0.01%	\$7,235,839.46	\$ 3,826,200.06	3/8/07	3/12/07	3/24/07	3/12/07		3/8/07	3/12/07		
78	INSTALL 103C ON MIRAMONTE UC	EWFA	DEF	\$1,317.15	0.00%	\$7,237,156.61	\$ 3,824,882.91	3/7/07	3/7/07	4/24/07	3/7/07		3/7/07	4/30/07	4/26/07	Approved & Implemented
79	SEGMENT 10, MBGR AT WB HIGHLAND OC APPROACH	ITEM EWFA	0	\$594,300.00	-0.60%	\$6,642,856.61	\$ 4,419,182.91	3/8/07	3/8/07	3/28/07	3/12/07		3/8/07	3/12/07		Approved & Implemented
80	GROUT ALL PULLBOXES	EWLS EWFA	DEF	\$15,000.00	0.02%	\$6,657,856.61	\$ 4,404,182.91	3/29/07	3/29/07	5/21/07	?		3/29/07	5/21/07	5/30/07	Approved & Implemented
81	EARLY 11 PUNCHLIST ITEMS	NCNC	0	\$51,179.00	0.05%	\$6,709,035.61	\$ 4,353,003.91	3/16/07	3/16/07	3/20/07	3/20/07		3/16/07	3/20/07	4/2/07	Approved & Implemented
81 S1	EARLY 11 BRIDGE PUNCHLIST ITEMS	EWLS	0	\$30,975.00				3/28/07	3/28/07	4/6/07	4/6/07		3/28/07	4/6/07	4/10/07	Approved & Implemented
82	FRISBEE PARK - ACACIA CUL-DE-SAC DRAINAGE MODIFICATIONS	EWFA	0	\$2,000.00	0.03%	\$6,742,010.61	\$ 4,320,028.91	3/28/07	3/28/07	4/3/07	4/3/07		3/28/07	4/3/07	4/4/07	Approved & Implemented
83	COMPLETE I-210/ SIERRA INTERCHANGE & SOUNDWALL; REMOVE EASTON SLIVER RAMP.	EWLS EWFA	DEF	\$32,975.00	0.03%	\$6,777,010.61	\$ 4,285,028.91	3/30/07	3/30/07	4/30/07	4/30/07		3/30/07	4/30/07	4/30/07	Approved & Implemented
				\$0.00				4/26/07	4/30/07	5/18/07	4/30/07		4/26/07	5/21/07	5/29/07	Approved & Implemented
				\$10,000.00	0.01%	\$6,787,010.61	\$ 4,275,028.91		5/30/07	<< Approved Copies			5/30/07	5/29/07		
				\$25,000.00												
				\$44,384.23												
				\$305,000.00												
				\$349,384.23	0.35%	\$7,126,394.84	\$ 3,935,644.68									

**NOTES:**

**San Bernardino Associated Governments  
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

*(Updated: 6/5/2007)*

SEGMENTS 9, 10, 11 MAINLINE  
Contract No. 05-014

OCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	OCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CI/HWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK																
ITEM NO.	\$ Overrun		\$ Balance		CCO NO.	\$ Overrun		\$ Balance		Total Overrun						
A13										151.52						As of Est. 28 (04/20/07)
A19										251						
A20										3						
A54										4						
A56										5						
A69										6						
A94										8,851						
A118										9,951						
										10						
B02										11						
B10										12						
B11										13						
B12										14						
B13										15						
B14										16.51						
B16										17						
B26										18						
B34										19						
B38										20						
B39										21						
B40										22.51						
B42										23						
B43										24						
B45										25						
B46										27						
B47										30						
B52										36						
B53										38						
B88										40						
B90										45						
B93										51						
B95																
B97																
B98																
B106																
B107																
B141																
B158																
B170																
C07																
C08																
C10																
C15																
C18																
C36																
C57																
C58																



**San Bernardino Associated Governments**  
**CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG**

SEGMENTS 9, 10, 11 MAINLINE  
 Contract No. 05-014

(Updated: 6/5/2007)

CCO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		C/FHWA Concurrence		SABAG Approval		DATE APPROVED	STATUS/ REMARKS
									TO	FROM	TO	FROM	TO	FROM		
				C61		-\$315.00										
				C62		-\$564.30										
				C71		-\$121,000.00										
				C108		-\$9,613.38										
				C140		-\$63.36										
				C144		-\$2,498.40										
				C153		-\$10,800.00										



San Bernardino Associated Governments  
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 5/29/2007)

OCO NO.	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR TO	FROM	CT / FHWA Concurred	SANBAG Approval	DATE APPROVED	STATUS/REMARKS
*CONTINGENCY & SUPPLEMENTAL WORK BUDGET >>>														
\$3,326,514.00														
1	MAINTAIN ROADWAY AND TRAFFIC CONTROL ...	EWFA	0	\$20,000.00					1/31/05	4/4/05	4/4/05	4/4/05	4/5/05	Approved & Implemented
(S)				\$20,000.00	0.00%	\$20,000.00	\$ 3,306,514.00		4/5/05	<< Approved Copies & Email				
1 S1	ADDITIONAL FUNDS	EWFA		\$40,000.00					N/A	N/A	N/A	11/18/05	11/29/05	Approved & Implemented
2	MAINTAIN EXISTING AND TEMPORARY ELECTRICAL SYSTEM	EWFA	0	\$20,000.00	0.13%	\$60,000.00	\$ 3,246,514.00		11/30/05	<< Approved Copies	4/4/05	4/4/05	4/5/05	Approved & Implemented
(S)				\$20,000.00	0.00%	\$80,000.00	\$ 3,246,514.00		4/5/05	<< Approved Copies				
2 S1	ADDITIONAL FUNDS	EWFA		\$60,000.00					N/A	N/A	N/A	12/22/05	1/9/06	Approved & Implemented
2 S2	ADDITIONAL FUNDS	EWFA		\$70,000.00	0.19%	\$140,000.00	\$ 3,186,514.00		1/9/06	<< Approved Copies				Approved & Implemented
3	FEDERAL APPRENTICESHIP TRAINING	ACUP	0	\$14,400.00	0.22%	\$210,000.00	\$ 3,116,514.00		7/24/06	<< Approved Copies	4/11/05	4/20/05	4/21/05	Approved & Implemented
(S)				\$14,400.00	0.05%	\$224,400.00	\$ 3,102,114.00		4/21/05	<< Approved Copies				
4	REMOVE ADDITIONAL TREES & CLEAR / GRUB TO FACILITATE UTILITY RELOCATION	EWFA	0	\$15,000.00	0.05%	\$239,400.00	\$ 3,087,114.00		4/21/05	<< Approved Copies	4/11/05	4/20/05	4/21/05	Approved & Implemented
4 S1	ADDITIONAL FUNDS	EWFA		\$15,000.00					N/A	N/A	N/A	7/25/05	7/26/05	Approved & Implemented
5	SWPPP MAINTENANCE	EWFA	0	\$40,000.00	0.13%	\$294,400.00	\$ 3,052,114.00		8/17/05	9/18/05	9/18/05	9/15/05	9/19/05	Approved & Implemented
(S)				\$40,000.00	0.05%	\$254,400.00	\$ 3,072,114.00		7/27/05	<< Approved Copies	9/18/05	9/18/05	9/18/05	Approved & Implemented
6	MAINTAIN EXISTING UTILITY FACILITIES	EWFA	0	\$15,000.00	0.05%	\$309,400.00	\$ 3,017,114.00		10/14/05	10/19/05	10/19/05	10/25/05	10/25/05	Approved & Implemented
S1	ADDITIONAL FUNDS	EWFA		\$85,000.00	0.27%	\$394,400.00	\$ 2,932,114.00		10/25/05	<< Approved Copies	10/25/05	10/25/05	10/25/05	Approved & Implemented
7	HIGHLAND-DELMANN WATER MADISON DRIVEWAY	EWFA		\$15,800.00					10/25/05	10/25/05	10/25/05	10/25/05	10/25/05	Approved & Implemented
(S)				\$4,200.00					10/25/05	10/25/05	10/25/05	10/25/05	10/25/05	Approved & Implemented
8	CONFINED SPACE ATTENDANT	EWFA		\$20,000.00	0.08%	\$414,400.00	\$ 2,912,114.00		10/25/05	<< Approved Copies	10/25/05	10/25/05	10/25/05	Approved & Implemented
(S)				\$10,000.00	0.03%	\$424,400.00	\$ 2,902,114.00		10/25/05	<< Approved Copies	10/25/05	10/25/05	10/25/05	Approved & Implemented
8 S1	ADDITIONAL FUNDS	EWFA		\$20,000.00	0.00%	\$444,400.00	\$ 2,882,114.00		11/21/05	11/21/05	11/21/05	11/21/05	11/21/05	Approved & Implemented
9	STATE STREET PILE DEPTH REVISION / PRE-DRILLING	ITEM		\$2,905.00					11/21/05	11/21/05	11/21/05	11/21/05	11/21/05	Approved & Implemented
(S)				\$61,675.00					11/21/05	11/21/05	11/21/05	11/21/05	11/21/05	Approved & Implemented
10	MAN MADE BURIED OBJECTS	EWFA		\$64,580.00	0.20%	\$506,980.00	\$ 2,817,534.00		8/17/05	8/17/05	8/17/05	8/17/05	8/17/05	Approved & Implemented
(S)				\$15,000.00					8/17/05	8/17/05	8/17/05	8/17/05	8/17/05	Approved & Implemented
10 S1	ADDITIONAL FUNDS	EWFA		\$15,000.00	0.05%	\$523,980.00	\$ 2,802,534.00		9/19/05	<< Approved Copies	9/19/05	9/19/05	9/19/05	Approved & Implemented
11	STATE STREET OPEN CHANNEL CABLE RAILING (SSSD)	EWAP		\$20,000.00	0.08%	\$543,980.00	\$ 2,782,534.00		1/9/06	<< Approved Copies	1/9/06	1/9/06	1/9/06	Approved & Implemented
(S)				\$7,693.72	0.07%	\$551,673.72	\$ 2,774,840.28		1/19/06	<< Approved Copies	1/19/06	1/19/06	1/19/06	Approved & Implemented

SEGMENT 11 EARLY PROJECT  
CONTRACT No. 05-005

San Bernardino Associated Governments  
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

(Updated: 5/29/2007)

COO NO.	DESCRIPTION (S) = With Supplemental \$	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN.	CONTRACTOR		CT / FHWA Concurrence		SANBAG Approval		DATE APPROVED	STATUS/REMARKS
									TO	FROM	TO	FROM	TO	FROM		
12	ELECTRICAL SERVICE CONNECTION FEES	EWFA	0	\$15,000.00	0.05%		Revised >>	8/15/06 9/15/05	8/27/06 9/15/05	9/23/05	8/17/05	8/30/05	9/22/05	9/28/05	9/27/05	Approved & Implemented
13	TRAFFIC SIGNAL LOOPS @ HIGHLAND/MACY & HIGHLAND/CALIFORNIA	EWFA		\$15,000.00 \$35,000.00	0.05%	\$566,673.72	\$ 2,759,840.28	3/23/06	3/27/06 4/11/06		3/27/06	4/6/06	3/22/06 4/13/06	4/19/06	4/19/06	Approved & Implemented
14	REMOVE AND REPLACE MUSCOY WATER LINE NORTH OF HIGHLAND (SSSD)	EWFA EWLS		\$35,000.00 \$10,000.00 \$62,779.42	0.11%	\$601,673.72	\$ 2,724,840.28	9/21/05	9/28/05 10/4/05 - Due to Memo Change per CT	9/28/05	9/28/05	11/10/05	9/21/05	9/28/05	9/28/05	Approved & Implemented
14 S1	ADDITIONAL MMWD UTILITY WORK ON STATE STREET	EWLS		\$23,758.92	0.23%	\$674,453.14	\$ 2,652,060.86	11/16/05	11/22/05	11/22/05	11/23/05				12/7/05	Approved & Implemented
14 S2	MUCOY MUTUAL WATER SERVICE AT 19TH STREET & CALIFORNIA	EWLS		\$23,758.92 \$31,073.00	0.07%	\$698,212.06	\$ 2,628,303.94	11/13/06	11/14/06	11/14/06	11/14/06		11/30/06	12/11/06	12/11/06	Approved & Implemented
15	REVISED MBGR STANDARD PLAN	NCNC		\$31,073.00 \$0.00	0.10%	\$729,285.06	\$ 2,597,228.94	1/3/06	1/19/06	4/3/06	1/19/06	1/31/06	4/4/06 4/3/06	4/5/06	4/5/06	Approved & Implemented
16	PEDESTRIAN OPENINGS (CREDIT) - STATE STREET BRIDGE	ADJ		\$0.00 -\$3,602.00	0.00%	\$729,285.06	\$ 2,597,228.94	11/22/05	12/11/05	12/22/05	12/11/05	12/14/05	12/22/05	1/9/06	1/9/06	Approved & Implemented
17	LOCAL STREET NAME SIGNS & NORM JOHNSON WAY CHANGE	EWUP ACUP		-\$3,602.00 \$5,595.72 \$8,915.00	-0.01%	\$725,683.06	\$ 2,600,830.94	4/5/06	4/14/06	4/20/06	4/14/06	4/28/06	4/4/06 4/20/06	4/19/06 5/3/06	5/3/06	Approved & Implemented
18	MADISON/GARDENA KEYSTONE WALL AND MIXIN DRIVEWAY	EWFA		\$14,510.72 \$13,500.00	0.05%	\$740,193.78	\$ 2,586,320.22	12/14/05	12/28/05	1/11/06	12/28/05	1/15/06	12/14/06 1/11/06	1/18/06	1/18/06	Approved & Implemented
19	ADJUSTMENT TO VARIOUS ELECTRICAL BID ITEMS	ACLS		\$13,500.00 -\$9,150.04	0.04%	\$753,693.78	\$ 2,572,820.22	8/9/06	8/30/06	WILL NOT SIGN	8/10/06	8/25/06	8/9/06 12/18/06	8/10/06	4/16/07	Approved & Implemented Processed Unilateral
20	SOUNDWALL 196	ITEM EWFA		-\$9,150.04 -\$5,813.54 \$3,500.00	-0.03%	\$744,543.74	\$ 2,581,970.26	12/12/06	1/10/07	2/14/07	12/18/06		12/18/06 2/15/07	2/20/07	2/20/07	Approved & Implemented
21	CAJON OH BENT 2 ALTERNATIVE PILE	ITEM ADJ		-\$2,313.54 \$2,865.00 \$16,931.24	-0.01%	\$742,230.20	\$ 2,584,283.80	3/7/06	3/8/06	4/11/06	3/8/06	4/6/06	3/7/06 4/13/06	4/19/06	4/19/06	Approved & Implemented
22	SIGN STRUCTURE SPEC CHANGE	ITEM EWFA ADJ		\$19,795.24 -\$24,876.50 \$20,160.00 \$2,362.50 \$2,354.00 \$20,000.00	0.08%	\$762,026.44	\$ 2,564,487.56	3/19/06 3/19/06 6/18/06 7/5/06 11/7/06	4/13/06 4/13/06 6/18/06 11/3/06	3/19/06 3/19/06 6/18/06 6/23/06	3/19/06 3/19/06 6/18/06 7/13/06	11/16/06	11/16/06	11/16/06	Approved & Implemented	
23	TCE ISSUES AT 20TH STREET: BLOCK WALL	EWFA		\$20,000.00	-0.01%	\$759,672.44	\$ 2,566,841.56	3/29/06	4/3/06	4/11/06	4/3/06	6/21/06	2/29/06 4/13/06	4/19/06	4/19/06	Approved & Implemented
23 S1	ADDITIONAL FUNDS	EWFA		\$20,000.00 \$35,000.00	0.08%	\$779,672.44	\$ 2,546,841.56	1/18/07	N/A	N/A	1/24/07		1/18/07	1/24/07	1/24/07	Approved & Implemented
23 S2	ADDITIONAL FUNDS & TIME ADJUSTMENT of 65 WORKING DAYS	EWFA	65	\$35,000.00 \$30,000.00	0.11%	\$814,672.44	\$ 2,511,841.56	3/8/07	3/9/07	4/3/07	3/9/07		3/8/07 4/3/07	4/4/07	4/4/07	Approved & Implemented

[illegible]

SUMMARY OF NET BALANCE FOR COMPLETED ITEMS & CCO WORK						
ITEM NO.	\$ Overrun		CCO NO.	\$ Overrun		Total Overrun
	\$ Balance			\$	\$ Balance	
	\$489,745.87			\$ (53,830.04)	\$0.00	\$435,915.83

CCO NO.	(S) - With Supplemental \$	DESCRIPTION	PAY MTD	TIME EXT.	CCO AMOUNT	%	TO DATE AMOUNT	CONTINGENCY BALANCE	R.E. SIGN	CONTRACTOR TO FROM	CT / FHWA Concurrence TO FROM	SANBAG Approval TO FROM	DATE APPROVED	STATUS/ REMARKS	
<div>SUMMARY OF ANTICIPATED COSTS (i.e. More Overruns, ewbs, ...)</div> <div>This Amount is taken from OTHER ANTICIPATED COSTS in the Project Status form &gt;&gt;&gt; \$</div>															
							This Amount (\$ Balance) is taken from the Summary of Completed ITEMS OF WORK in the Project Status form.								As of Est. 25 (03/29/07) Prepared 4/17/07  (AFTER ACCEPTANCE)
							This Amount (\$ Balance) is taken from the Summary of Completed CCOs in the Project Status form.								

This Amount is taken from OTHER ANTICIPATED COSTS in the Project Status form >>> \$

5/29/2007

CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE	STATUS/ REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET \$ 312,207.00															
1	IRRIGATION CONTROLLER CABINET	NCNC	0	\$ -	\$ -	\$ 312,207.00	2/13/2006	2/13/2006	3/14/2006	3/15/2006	3/15/2006	3/16/2006	3/20/2006	3/20/2006	CCO APPROVED
	Approved Copies to:														
2	ELECTRICAL ITEM CHANGES	APLS	0	\$ 4,034.52	\$ 4,034.52	\$ 308,172.48	4/17/2006	3/20/2006	4/18/2006	4/19/2006	4/19/2006	4/19/2006	4/19/2006	4/20/2006	CCO APPROVED Paid on Estimate No. 2
	Approved Copies to:														
3	REMOBILIZATION FOR HOT TAP AT MOUNTAIN AVE.	APLS	0	\$ 1,577.03	\$ 5,611.55	\$ 306,595.45	5/9/2006	5/9/2006	5/9/2006	5/10/2006	5/10/2006	5/10/2006	5/10/2006	5/10/2006	CCO APPROVED Paid on Estimate No. 3
	Approved Copies to:														
4	CONTROLLER CABINET & BACKFLOW ASSEMBLY MODIFICATIONS	NCNC	0	\$ -	\$ 5,611.55	\$ 306,595.45	7/18/2006	7/18/2006	8/29/2006	8/29/2006	8/31/2006	8/31/2006	8/31/2006	8/31/2006	CCO APPROVED Resent original
	Approved Copies to:														
5	ROCK REMOVAL	EWFA	0	\$ 25,000.00	\$ 30,611.55	\$ 281,595.45	11/8/2006	11/8/2006	11/15/2006	11/15/2006	11/15/2006	11/29/2006	11/29/2006	11/29/2006	CCO APPROVED Work Complete: 11/17/06
	Approved Copies to:														
5 S1	ADDITIONAL ROCK REMOVALS IN THE RECOVERY ZONES	PENDING	0	\$ -	\$ 30,611.55	\$ 281,595.45		11/29/2006							REQUESTED COST PROPOSAL 5/10/2007
	Approved Copies to:														
6	ADDITIONAL UV PIPE AND IRRIGATION HEADS	AUP	0	\$ 160.00	\$ 30,771.55	\$ 281,435.45	3/22/2007	3/27/2007	3/27/2007	3/28/2007	3/28/2007	3/28/2007	3/28/2007	3/28/2007	CCO APPROVED Paid Estimate No. 14
	Approved Copies to:														
7	PLANT SIZE SUBSTITUTION FOR LANTANA	ADJ. COMP.	0	\$ (5,561.60)	\$ 25,209.95	\$ 286,997.05	4/24/2007	4/24/2007	4/24/2007	4/25/2007	4/30/2007	4/25/2007	4/30/2007	5/1/2007	CCO APPROVED Credit taken Est. 14
	Approved Copies to:														
8	EXTENSION OF CONTRACT TIME - MULCH A & B	TIME	5	\$ -	\$ 25,209.95	\$ 286,997.05	5/7/2007	5/8/2007	5/15/2007	5/15/2007	5/15/2007	5/15/2007	5/16/2007	5/16/2007	CCO APPROVED
	Approved Copies to:							5/17/2007							
9	BUBBLER SUBSTITUTION	PENDING	0	\$ -	\$ 25,209.95	\$ 286,997.05									REQUESTED COST PROPOSAL 5/10/2007
	Approved Copies to:														
10				\$ -	\$ 25,209.95	\$ 286,997.05									
	Approved Copies to:														
ITEM OVERRUN**															
\$ 3,163.76															
TOTAL TO DATE >>>>>>>															
\$ 283,833.29															

NOTES: \* Includes Supplemental Funds & SANBAG Furnished Materials

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ITEM No.	\$ Overrun	\$ Balance
17	\$ 2,600.00	\$ 2,600.00
32	\$ 505.00	\$ 3,105.00
44	\$ 58.76	\$ 3,163.76

EA: 08-1A2714, 08-1A2718L  
 SANBAG CONT. NO: 06-017  
 RTE.: 08-SBD-210-3.27/6.3  
 STPL-6053(067)

SR 210 HWY PLANTING Seg 2

CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE APPR.	STATUS/REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET \$ 408,423.00															
1	ELECTRICAL ITEM CHANGES	APLS	0	\$ 4,034.52	\$ 4,034.52	\$ 404,388.48	4/17/2006	4/18/2006	4/18/2006	4/18/2006	4/19/2006	4/19/2006	4/20/2006	4/20/2006	CCO APPROVED Paid Est. No. 02
	Approved Copies to:							4/20/2006							
2	IRRIGATION CROSSEOVERS AT CAMPUS AVENUE	EWFA	0	\$ 25,000.00	\$ 29,034.52	\$ 379,388.48	6/6/2006	6/6/2006	7/7/2006	7/7/2006	7/12/2006	7/12/2006	7/12/2006	7/12/2006	CCO APPROVED
	Approved Copies to:							7/12/2006							
3	CONTROLLER CABINET & BACKFLOW ASSEMBLY MODIFICATIONS	NCNC	0	\$ -	\$ 29,034.52	\$ 379,388.48	7/18/2006	7/18/2006	8/29/2006	8/30/2006	8/31/2006	8/31/2006	8/31/2006	8/31/2006	CCO APPROVED Resent original
	Approved Copies to:							8/31/2006							
4	ROCK REMOVAL	EWFA	0	\$ 25,000.00	\$ 54,034.52	\$ 354,388.48	11/8/2006	11/8/2006	11/15/2006	11/15/2006	11/15/2006	11/29/2006	11/29/2006	11/29/2006	CCO APPROVED Work Completed:
	Approved Copies to:							11/29/2006							
4 S1	ROCK REMOVAL - ADDITIONAL FUNDS	EWFA	0	\$ 8,635.60	\$ 62,670.12	\$ 345,752.88	5/7/2007	5/8/2007	5/14/2007	5/15/2007	5/16/2007	5/16/2007	5/16/2007	5/16/2007	CCO APPROVED
	Approved Copies to:							5/16/2007							
5	PLANT SIZE SUBSTITUTION FOR CRAPE MYRTLE	ADJ. COMP.	0	\$ (3,575.00)	\$ 59,095.12	\$ 349,327.88	12/14/2006	12/15/2006	12/19/2006	12/19/2006	12/21/2006	12/21/2006	12/21/2006	12/21/2006	CCO APPROVED Credit Taken Est. 10
	Approved Copies to:							12/21/2006							
6	PLANT SIZE SUBSTITUTION FOR LANTANA SPREADING SUNSHINE	ADJ. COMP.	0	\$ (1,621.40)	\$ 57,473.72	\$ 350,949.28	4/24/2007	4/24/2007	4/24/2007	4/25/2007	4/30/2007	4/30/2007	4/30/2007	4/30/2007	CCO APPROVED Credit Taken Est. 13
	Approved Copies to:							5/1/2007							
7	VALVE BOX RELOCATION	NCNC	0	\$ -	\$ 57,473.72	\$ 350,949.28	5/7/2007	5/8/2007	5/15/2007	5/15/2007	5/16/2007	5/16/2007	5/16/2007	5/16/2007	CCO APPROVED
	Approved Copies to:							5/16/2007							
8	RELOCATION OF TREES AND IRRIGATION	PENDING	0	\$ -	\$ 57,473.72	\$ 350,949.28									COST PROPOSAL REQUESTED 5/10/2007
	Approved Copies to:														
9	BUBBLERS	PENDING	0	\$ -	\$ 57,473.72	\$ 350,949.28									COST PROPOSAL REQUESTED 5/10/2007
	Approved Copies to:														
10				\$ -	\$ 57,473.72	\$ 350,949.28									
	Approved Copies to:														
ITEM OVERLUN**															
\$ 1,060.00															
TOTAL TO DATE >>>>>>>															
\$ 349,889.28															

SR 210 HWY PLANTING Seg 3  
CHANGE ORDER and CONTINGENCY BALANCE LOG

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE APPR.	STATUS/REMARKS	
								TO	FROM	TO	FROM	TO	FROM			
*CONTINGENCY BUDGET \$ 495,151.26																
1	CONSTRUCTION AREA SIGNS	NCNC	0	\$ -	\$ -	\$ 495,151.26	7/26/2006	8/25/2006	8/30/2006	8/31/2006	8/31/2006	8/31/2006	8/31/2006	8/31/2006	CCO APPROVED	
	Approved Copies to:							8/31/2006	8/31/2006			8/31/2006				
2	IRRIGATION SLEEVE CROSSOVER PIPE SUBSTITUTION	NCNC	0	\$ -	\$ -	\$ 495,151.26	11/7/2006	12/15/2006	12/19/2006	12/12/2006	12/12/2006	12/12/2006	12/12/2006	12/12/2006	CCO APPROVED	
	Approved Copies to:															
3	GARDEN WALL VINE HOLES AND BLOCK	AUP	0	\$ 6,945.77	\$ 6,945.77	\$ 488,205.49	12/14/2006	12/19/2006	12/19/2006	12/19/2006	12/19/2006	12/19/2006	12/19/2006	1/10/2007	CCO APPROVED Paid Estimate No. 08	
	Approved Copies to:							1/11/2007						1/10/2007		
4	IRRIGATION CROSSOVER EXTENSION AT CARNELIAN	APLS	0	\$ 2,300.00	\$ 9,245.77	\$ 485,905.49	12/14/2006	12/15/2006	12/19/2006	12/19/2006	12/21/2006	12/21/2006	12/21/2006	12/21/2006	CCO APPROVED Paid Estimate No. 05	
	Approved Copies to:							12/21/2006								
5	ADDITION OF PRESSURE REGULATORS	AUP	0	\$ 3,675.00	\$ 12,920.77	\$ 482,230.49	1/30/2007	2/6/2007	2/6/2007	2/6/2007	2/9/2007	2/9/2007	2/9/2007	2/9/2007	CCO APPROVED Paid Estimate No. 08	
	Approved Copies to:							2/9/2007								
6	IRRIGATION CROSSOVERS: BERYL/ AMETHYST /MVP	APLS	0	\$ 7,318.00	\$ 20,238.77	\$ 474,912.49	2/6/2007	2/7/2007	2/20/2007	2/20/2007	2/21/2007	2/21/2007	2/21/2007	2/21/2007	CCO APPROVED Paid Estimate No. 08	
	Approved Copies to:							2/22/2007								
6 SI	ADD'L CROSSOVER WORK AT ARCHIBALD OC	EWFA	0	\$ 5,000.00	\$ 25,238.77	\$ 469,912.49	4/17/2007	4/24/2007	4/24/2007	4/25/2007	4/30/2007	4/30/2007	4/30/2007	4/30/2007	CCO APPROVED	
	Approved Copies to:							4/30/2007								
7	CONCRETE CUTTING AND REMOVALS AT GARDEN WALL	APLS EWFA	0	\$ 3,100.00 \$ 6,900.00	\$ 35,238.77	\$ 459,912.49	2/15/2007	2/15/2007	2/20/2007	2/20/2007	2/21/2007	2/21/2007	2/21/2007	2/21/2007	CCO APPROVED Paid Estimate No. 08	
	Approved Copies to:							2/22/2007								
8	INSTALLATION OF IRRIGATION PUMPS AT SYSTEM F & G	PENDING		\$ -	\$ 35,238.77	\$ 459,912.49									CCO PENDING 2/27/2007	
	Approved Copies to:															
9	ROCK REMOVAL	APLS	0	\$ 11,281.39	\$ 46,520.16	\$ 448,631.10	5/2/2007	5/8/2007	5/8/2007	5/8/2007	5/8/2007	5/8/2007	5/8/2007		CCO IN PROCESS	
	Approved Copies to:															
10	RETAINING/MASONRY BLOCK WALL - HIGHLAND AVE, BERYL TO HELLMAN	PENDING	0	\$ -	\$ 46,520.16	\$ 448,631.10									CCO PENDING Waiting for City Sent Cost Proposal	
	Approved Copies to:															
11	BUBBLERS	PENDING	0	\$ -	\$ 46,520.16	\$ 448,631.10									CCO PENDING	
	Approved Copies to:															
ITEM OVERRUN**																
TOTAL TO DATE >>>>>					0	\$ 46,520.16	\$ 448,631.10									\$ 448,631.10



CCO Balance Log

CCO NO.	DESCRIPTION	PAY METHOD	TIME EXT.	CCO AMOUNT	TO DATE AMOUNT	CONTINGENCY BALANCE	RE SIGN.	CONTRACTOR		SANBAG (Appr.)		SANBAG (Trans.)		DATE APPR.	STATUS/REMARKS
								TO	FROM	TO	FROM	TO	FROM		
*CONTINGENCY BUDGET \$															
1	Waterman@28th, Highland@Lincoln and Highland@Boulder	LS	0	\$ 12,400.00	\$ 12,400.00	\$ 102,130.00	2/12/2007	2/14/2007	2/19/2007	2/19/2007	2/22/2007	2/19/2007	2/22/2007	2/21/2007	Approved
	Approved copies to:							2/26/2007							
2	Repair Pavement Due to Watermain Break at Foothill & Euclalyptus in the City of Rialto	EWFA	0	\$ 99,672.66	\$ 112,072.66	\$ 62,457.34	5/9/2007	5/10/2007	5/10/2007	5/14/2007	5/16/2007	5/14/2007	5/16/2007		Approved
	Approved Copies to:							5/17/2007						5/16/2007	
3			0	\$ -	\$ 112,072.66	\$ 62,457.34									
	Approved Copies to:														
4			0	\$ -	\$ 112,072.66	\$ 62,457.34									
	Approved Copies to:														
5			0	\$ -	\$ 112,072.66	\$ 62,457.34									
	Approved Copies to:														
6				\$ -	\$ 112,072.66	\$ 62,457.34									
	Approved Copies to:														
7				\$ -	\$ 112,072.66	\$ 62,457.34									
	Approved Copies to:														
8				\$ -	\$ 112,072.66	\$ 62,457.34									
	Approved Copies to:														
9				\$ -	\$ 112,072.66	\$ 62,457.34									
	Approved Copies to:														
10				\$ -	\$ 112,072.66	\$ 62,457.34									
	Approved Copies to:														
ITEM OVERRUN**															
TOTAL TO DATE >>>>>>>>				0	\$ 112,072.66	\$ 112,072.66									

\* Includes Supplemental Funds & SANBAG Furnished Materials

ITEM No.	\$ Overrun	\$ Balance
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -

NOTES:



SUMMARY OF OVERRUNS FOR ACTIVE ITEMS & CCO WORK					
ITEM NO.	\$ Overrun	\$ Balance	CCO NO.	\$ Overrun	\$ Balance
		\$0.00			\$0.00
As of Est. 02 (02/20/07)					

*(For use towards the job completion)*

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

### AGENDA ITEM 4

**Date:** June 14, 2007

**Subject:** New Elections for Chair and Vice Chair of the Major Projects Committee

**Recommendation\*:** Conduct Elections.

**Background:** According to SANBAG policy, elections for chair and vice chair of policy committees are to be held each June, with the election of the new SANBAG President.

The current Major Projects Committee chair is John Pomierski. The current vice chair is Grace Vargas.

**Financial Impact:** No financial impact.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on June 14, 2007.

**Responsible Staff:** John Pomierski, Chair

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*Approved*  
*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 5

**Date:** June 14, 2007

**Subject:** Appointment of Jim Beers, Registered Civil Engineer, a Flour contract employee, to serve as SANBAG's Agency Engineer as required for federal funding applications

**Recommendation:**\* Appoint Jim Beers, Registered Civil Engineer, a Flour contract employee, to serve as SANBAG's Agency Engineer for purposes related to the requirement of federal funding applications. This item imposes no financial impact. TN 81507000

**Background:** SANBAG anticipates using federal Surface Transportation Program (STP) and Congestion Mitigation/Air Quality (CMAQ) funds for construction of the Interstate 215 project. In order to "obligate" federal funds, one of the requirements that SANBAG must satisfy prior to obligation federal funds is that a qualified (i.e., registered) engineer be designated by the agency for a variety of administrative purposes. SANBAG currently has no regular employees who are registered engineers. Under the terms of the Local Assistance Procedures Manual, contract employees can be designated to perform this function which has been SANBAG's standard practice.

**Financial Impact:** This action has no financial impact. TN 81507000

**Reviewed By:** This item will be reviewed by the Major Projects Committee on June 14, 2007.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

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*Approved*  
*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 6

**Date:** June 14, 2007

**Subject:** Approve Contract No. 08-008 with Parsons Transportation Group for Interstate 10 High Occupancy Vehicle (HOV) Lane Project Development Activities

**Recommendation:**\* Approve Contract No. 08-008 with Parsons Transportation Group for Interstate 10 HOV Lane Project Development Activities in an amount not to exceed \$10,500,000 as described in the financial impact section below.  
TN 82508000

**Background:** **This is a new consultant services contract.** In November 2006 the Board authorized the release of a Request for Qualifications 07-160 (RFQ) to Engineering/Environmental Consultants for project development activities for the I-10 HOV Lane. The scope of these activities includes final Caltrans approved preliminary engineering and environmental clearance for nearly 26 miles of new HOV lanes on the I-10 from approximately Haven Avenue in Ontario to Ford Street in Redlands. SANBAG received four Statements of Qualification (SOQ) in response to the RFQ. The teams that submitted SOQs included:

- DMJM+Harris/Jones and Stokes
- Jacobs/LSA
- Parsons Transportation Group/David Evans and Associates
- URS Corporation/Stantec

\*

*Approved*  
*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

Utilizing the SANBAG consultant selection process a committee consisting of one representative from the City of Fontana, one representative from the City of San Bernardino, two representatives from Caltrans and two SANBAG staff reviewed and rated all four SOQs. Each Statement of Qualification (SOQ) was rated in five categories; firm qualifications, personnel qualifications, staffing capability, project understanding, and quality assurance/quality control (QA/QC) approach. All four firms/teams submitted SOQs that conveyed a strong knowledge and understanding of the project and substantial experience for the principal discipline lead staff. Due to the strength of all four SOQs the selection committee short-listed all four firms/teams.

Interviews were conducted on March 8, 2007 with a selection panel that consisted of the same representatives that reviewed the written SOQs. The teams were rated based on firm qualifications, personnel qualifications (with particular attention to relevant projects), staffing capability (depth and availability), project understanding, and QA/QC. Again all four firms/teams exhibited a variety of strengths in their presentation and responses during the question and answer period. The selection committee unanimously agreed, however, that Parsons Transportation Group was most qualified to perform the work and had the best project understanding. The Parsons team has familiarity with the I-10 Corridor as they are currently working on projects along the corridor and one of their environmental subconsultants has substantial experience with federally endangered species listed Delhi Sands Flowering Loving Fly which is expected to be one of the challenges in the final environmental clearance.

The selection panel unanimously recommends this contract to the Major Projects Committee and the Board of Directors. The contract cost negotiated with Parsons is consistent with the work included in the scope of work used for the RFQ and is include in the approved SANBAG 2007/2008 Annual Budget.

***Financial Impact:*** This action is consistent with the 2007/08 Budget. The funding source for project development activities is Measure I Valley Major Project funds which will be repaid from Measure I 2010-2040 Valley Major Projects funds. TN 82508000 (I-10 Project Development)

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on June 14, 2007.

***Responsible Staff:*** Darren Kettle, Director of Freeway Construction

**SANBAG Contract No. C08008**

by and between

the San Bernardino County Transportation Authority

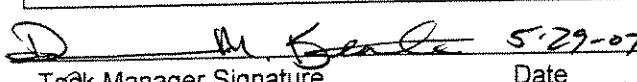
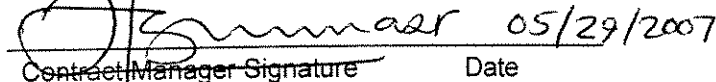
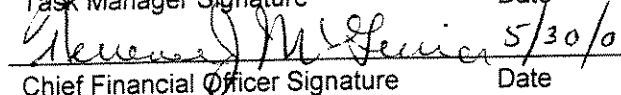
and

Parsons Transportation Group

for

I-10 HOV Lanes Addition from Haven Avenue to Ford Street

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>C08008</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract:      \$ <u>9,902,330</u>		Previous Amendments Total:      \$ _____		
		Previous Amendments Contingency Total:      \$ _____		
Contingency Amount:      \$ <u>597,670</u>		Current Amendment:      \$ _____		
		Current Amendment Contingency:      \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>10,500,000</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>82508</u>	<u>5553</u>	<u>MVPMI</u>	_____	\$ <u>4,000,000</u>
<u>82509</u>	<u>5553</u>	<u>MVPMI</u>	_____	\$ <u>5,000,000</u>
<u>82510</u>	<u>5553</u>	<u>MVPMI</u>	_____	\$ <u>1,300,000</u>
<u>82511</u>	<u>5553</u>	<u>MVPMI</u>	_____	\$ <u>200,000</u>
Original Board Approved Contract Date: <u>07/11/07</u> Contract Start: <u>07/11/07</u> Contract End: <u>06/30/12</u>				
New Amend. Approval (Board) Date: _____    Amend. Start: _____    Amend. End: _____				
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:				
Approved Budget Authority →	Fiscal Year: <u>07/08</u> \$ <u>4,000,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>6,500,000</u>	
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input checked="" type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%				
Task Manager: <b>Darren Kettle</b>			Contract Manager: <b>Abunnasr Husain</b>	

 Task Manager Signature	Date	 Contract Manager Signature	Date
 Chief Financial Officer Signature	Date		

***ATTACHMENT "A"***

**Scope of Services**

**By and between**

**San Bernardino County Transportation Authority**

**and**

**Parsons Transportation Group**

**to**

**Provide Project Approval and  
Environmental Document Services**

**for**

**Interstate 10 (I-10) High Occupancy Vehicle (HOV) Lanes Addition  
From Haven Avenue to Ford Street**

**in**

**Cities of Ontario, Fontana, Rialto, Colton, San Bernardino,  
Loma Linda, Redlands, and  
The County of San Bernardino**

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A. DESCRIPTION OF SERVICES

- Project Location and Description

B. APPLICABLE STANDARDS

- General Guidelines and Services to be Performed by Consultants

C. SERVICES LPERFORMED BY CONSULTANT

- Engineering Support Services Scope
- Environmental Services Scope

D. FURNISHED MATERIALS

E. ADMINISTRATION

- AUTHORITY Project Management and Administration
- CONSULTANT Project Management and Administration
- Project Controls
- Monthly Progress Reports
- Quality Assurance
- Reproduction Services
- Submittal and Reviews



A. **DESCRIPTION OF SERVICES**

The San Bernardino Associated Governments/San Bernardino County Transportation authority (AUTHORITY), in cooperation with the California Department of Transportation (Caltrans), will utilize the services of CONSULTANTS to provide preliminary engineering and environmental services as described below. The scope of services is for the addition of two (2) high occupancy vehicle lanes (HOV) on Interstate 10 (I-10) between Haven Ave. in the City of Ontario and Ford St. in the City of Redlands.

Coordination of CONSULTANT, AUTHORITY, and Caltrans will be accomplished through a Consultant Project Manager, AUTHORITY Contract Manager or his designee, and a Caltrans Project Manager.

The AUTHORITY Contract Manager for this contract shall be:

Mr. Darren Kettle  
Director of Freeway Construction

CONSULTANT shall be required to perform all professional and technical engineering and environmental services necessary to prepare a Project Approval (PA) and an Environmental Document (ED). Additional on-call engineering and environmental support may also be required on an as-needed basis.

**PROJECT LOCATION AND DESCRIPTION**

The project proposes to construct an HOV lane in each direction of I-10 from Haven Ave. in the City of Ontario to Ford St in the City of Redlands. The total project length is 25 miles which begins in the City of Ontario and proceeds easterly through the Cities of Fontana, Rialto, Colton, San Bernardino, Loma Linda, and Redlands, and the County of San Bernardino. The existing I-10 has HOV lanes west of Haven Ave. and eight (8) mixed flow lanes from the Los Angeles/San Bernardino county line to Ford St. in Redlands.

The proposed project will consist of widening existing roadbeds and undercrossings, reconstruction of several overcrossings, realignment of on/off ramps, auxiliary lanes, and drainage improvements. There are several projects planned and/or on-going in the project area that will affect the proposed improvements such as:

- Cherry Ave. Interchange
- Beech Interchange
- Citrus Interchange
- Cypress Interchange
- Alder Interchange
- Cedar Interchange
- Riverside Interchange
- Pepper Interchange
- Tippecanoe Interchange
- I-10 Mixed-flow Lane Addition, Redlands

## B. APPLICABLE STANDARDS

All project deliverables and related material shall be prepared in accordance with current Caltrans and Federal Highway Administration (FHWA) regulations, policies, procedures, manuals, and standards. CONSULTANT's attention is directed to Caltrans' *Project Development Procedures Manual Appendix K- Preparation Guidelines for Project Report*.

### **General Guidelines and Services to be Performed by Consultants**

CONSULTANT will be responsible for the services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services. In addition, as a part of this project CONSULTANT may be required to provide on-call engineering and environmental services. Services may include but not be limited to:

- A. CONSULTANT shall prepare geometric drawings, advance planning studies, review and evaluate alternatives, define preliminary right-of way requirements, perform preliminary drainage studies, prepare preliminary schedules and cost estimates necessary to produce the PR through final approval.
- B. CONSULTANT shall define environmental requirements, develop the corresponding technical studies in support of the ED, and obtain project environmental clearance.
- C. CONSULTANT shall carry out the directions as received *only* from AUTHORITY's Contract Manager, or his designee. In addition, CONSULTANT shall cooperate with all project stakeholders including the Cities of Ontario, Fontana, Rialto, Colton, San Bernardino, Loma Linda, Redlands, the County of San Bernardino, Caltrans, and other consultants providing services for this project and related projects, as necessary.
- D. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better solution to a problem is possible or consultant has a recommendation, CONSULTANT shall promptly notify AUTHORITY's Contract Manager of CONSULTANT'S opinions with supporting evidence thereof.
- E. CONSULTANT shall have sole responsibility for the accuracy and completeness of all deliverables and all supporting documents. CONSULTANT shall independently check all deliverables and supporting documents prior to any submittal. All deliverables may be reviewed by the local jurisdictions, FHWA, Caltrans, AUTHORITY, and/or AUTHORITY's designee for conformity to the project.
- F. All deliverables and supporting materials furnished under this Scope of Services shall be of a quality acceptable to FHWA, Caltrans, and AUTHORITY. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct and checked. The appearance, organization and content of all deliverables and supporting materials shall be to Caltrans and FHWA standards.
- G. All elements of the Project Report (PR) may be considered for Value Analysis studies. To this end the CONSULTANT is encouraged to submit to AUTHORITY an informal written statement or memorandum addressing those elements where it appears significant savings and

other advantages may be realized. CONSULTANT shall support the Value Analysis through providing information as needed and providing support on an as needed basis.

- H. The CONSULTANT shall maintain a set of project files that are indexed in accordance with Caltrans' Project Development Uniform File System.
- I. AUTHORITY reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from AUTHORITY. The CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by AUTHORITY.
- J. CONSULTANT shall not suspend performance of CONSULTANT services contract with AUTHORITY during the negotiations of any change orders except as they may be directed by AUTHORITY. CONSULTANT shall perform all changes in accordance with the terms and conditions of CONSULTANTS contract with AUTHORITY.
- K. At the completion of this Scope of Services all electronic files and original correspondence relating to the Project shall be turned over to AUTHORITY who will then forward said files to Caltrans. This includes all deliverables, working data, field data, background information and all other related information.
- L. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify AUTHORITY.
- M. CONSULTANT shall coordinate with Caltrans and all other agencies involved or potentially impacted by the Project. CONSULTANT shall inform AUTHORITY prior to all contacts, meetings, and correspondence on project related issues with Caltrans or any other agencies.
- N. CONSULTANT will be responsible for obtaining all rights of entry as necessary.
- O. All studies, reports and deliverables will employ US Customary units where applicable or necessary.

C. **SERVICES PERFORMED BY CONSULTANT**

**Engineering Support Services Scope**

The CONSULTANT shall provide engineering services both technical and administrative that are consistent with producing project alternatives and ultimately a PR. CONSULTANT will be responsible for identifying a purpose and need for the project, developing alternatives consistent with findings from previous studies and input from involved agencies, and recommending a preferred alternative that will be used to clear the project environmentally. Additionally, CONSULTANT may be required to provide on-call engineering services as needed.

It is not the intent of the following paragraphs to relieve CONSULTANT of professional

responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to producing acceptable alternatives to be cleared environmentally or producing a PR, CONSULTANT shall promptly notify AUTHORITY's Contract Manager of CONSULTANT's opinions with evidence thereof.

CONSULTANT shall provide a project approach or management plan that will define the basic schedule and work tasks.

### **Project Report and General Activities**

CONSULTANT shall follow a work process that ensures that the objectives of the agencies involved and that of state and federal agencies are accommodated. Additionally, any and all legal and procedural requirements for state and federal agencies must be met. This process may include but not be limited to the following general activities and studies:

- Conducting traffic studies of existing conditions and forecasting for the project design year.
- Conducting on-site reconnaissance of the existing project site.
- Surveying the project area as needed.
- Identifying any projects in the vicinity that may be affected and ensuring alternatives are consistent with these projects.
- Refining alternatives based on opportunities and constraints.
- Developing and obtaining approval for Geometric Drawings for the proposed alternative.
- Developing evaluation methodology with input from affected stakeholders and agencies, and evaluating alternatives using these criteria.
- Participating in various public meetings, if required.
- Supporting any required or desired coordination meetings and activities.
- Developing aerial photographs to be used through the course of the project.

The Project Report may include but not be limited to the following chapter/sections and technical studies/reports.

- A summary section which may include information on project location and background, the current environmental setting, and agency coordination.
- A statement regarding the project purpose and need. This chapter/section may include information on current operational deficiencies, current and future rail traffic conditions and project objectives.
- Conceptual geometric drawings for proposed alternatives.
- A section describing the proposed alternatives and the ultimate preferred alternative, and how they were developed. This section may also include information on proposed engineering features.
- A section analyzing project impacts, including but not limited to, right of way impacts, utility impacts and impacts to adjacent infrastructure.
- A section on the system planning of the project. This section may include discussion on how the project incorporates planning from affected stakeholders and agencies.
- A section on any hazardous material/waste issues.
- A section describing possible traffic management issues that may need further consideration.

- A section describing the environmental constraints considered during project development.
- A section describing permits that may be required for construction.
- A section discussing the current funding sources and estimated schedule.
- A section of recommendations.

### **Environmental Services Scope**

CONSULTANT shall provide both technical and administrative environmental services consistent with obtaining the necessary environmental approvals. Additionally, CONSULTANT will be required to provide additional services as needed to obtain PA&ED.

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to clearing the project environmentally, CONSULTANT shall promptly notify AUTHORITYS's Contract Manager of CONSULTANT's opinions with evidence thereof.

CONSULTANT shall provide a project approach or management plan that defines the basic schedule and work tasks.

### **Environmental Document and General Activities**

CONSULTANT shall follow a work process that ensures that the objectives of the agencies involved and that of state and federal agencies are accommodated. Additionally, any and all legal and procedural requirements for state and federal agencies must be met. This process may include but not be limited to the following general activities and studies:

- Preparing an Environmental Assessment (EA)/Initial Study (IS) if needed.
- Publishing applicable notices and/or sending notices to various agencies and other interested parties.
- Preparing and circulating draft environmental studies.
- Participating in various public meetings; if required.
- Responding to comments and finalizing environmental studies.
- Providing support through final agency decision and project certification.
- Publishing of various notices and filings of the environmental document
- Providing support for any required or desired coordination meetings and activities.
- 

The environmental document will include various chapters, sections, studies and appendices. Information included for the document may be gathered from many sources as well as studies and analyses that CONSULTANT may perform. The following is a listing of the content that may be included in the document. CONSULTANT should be aware, however, that the environmental document may require additional information to what is presented in the following.

- Summary section which may include information on project location and background, the current environmental setting, agency coordination, project alternatives and discarded alternative, project purpose and a summary of impacts.
- Statement regarding the project purpose and need. This chapter/section may include information on current operational deficiencies, current and future traffic conditions

- and project objectives.
- A section on the preferred alternative and how it was selected.
- A chapter on the affected environment which may include information on aesthetics, geology, soils analysis, hydrology, flood plains, wetlands, cultural resources, air quality, noise, land use, parks, hazardous waste, traffic circulation and socioeconomic aspects. Additionally, the environmental consequences (effects) and mitigation measures of the foregoing should be addressed. CONSULTANT may also be required to address unavoidable adverse environmental impacts, the relationship and cumulative impacts versus long term productivity of the environment, growth inducement and cumulative impacts thereof.
- The environmental document may also include information on agency/organization and public consultation, persons that were involved with the environmental document preparation, technical appendices and otherwise, a list of required permits, a bibliography and index.
- Existing Land Use Inventory
- Possible existing biological surveys/inventories
- Inventory of section 4(f) properties
- Existing housing surveys
- Public services surveys

### **Technical Studies**

CONSULTANT may be required to perform technical studies and/or review data including but not limited to the following.

- Air quality
- Hazardous waste
- Noise
- Biological resources
- Cultural resources
- Water quality
- Visual impact study including preparation of exhibits and participation in public meetings
- Potential effects of the project on endangered species may also need to be examined.
- CONSULTANT may be required to prepare an environmental checklist, which may include analysis of impacts to physical, biological and social/economic effects. CONSULTANT shall provide written narrative to support the checklist.
- As-built plans of existing infrastructure
- Geologic and seismic data for the project area.
- Hydrology and drainage information.

### **Submittal of Studies, Reports and other deliverables**

1. All deliverables shall be prepared in accordance with Caltrans and FHWS requirements. CONSULTANT shall submit all deliverables to AUTHORITY and Caltrans for review.
2. CONSULTANT shall respond to all comments received from AUTHORITY, FHWA, Caltrans, and the local jurisdictions and resubmit deliverables as directed.
3. CONSULTANT shall support any and all studies, analyses and requirements needed to

successfully complete the environmental requirements of the project.

D. **FURNISHED MATERIALS**

AUTHORITY will provide CONSULTANT with a copy of the approved Project Study Report.

E. **ADMINISTRATION**

**AUTHORITY Project Management and Administration**

A As part of their management activities AUTHORITY shall:

1. Conduct ongoing reviews of CONSULTANT's progress in performing the work and furnish technical comments in a timely manner.
2. Review certain types of correspondence such as, work requests to subconsultants, initial contact letters, sensitive correspondence, and other letters as necessary.
3. Coordinate the distribution of public information.
4. Review CONSULTANT's Quality Control Plan and CONSULTANT's conformance to its Quality Control Plan.
5. Provide a focal-point contact for all questions, requests, and submittals.
6. Review the Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.
7. Review CONSULTANT's detailed Critical Path Method (CPM) Logic Network Schedule; note any additions, deletions, or other changes; and return it to CONSULTANT with comments for revision.
8. Receive and review monthly progress reports from CONSULTANT.
9. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.
10. Have final review and approval over all contractual payments and changes.

**CONSULTANT Project Management and Administration**

A. CONSULTANT management activities include, but are not limited to:

1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract in the location specified in CONSULTANT's proposal.
2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.

3. Establishing internal accounting methods and procedures acceptable to AUTHORITY for documenting and monitoring Contract costs.
  4. Providing cost-to-date, schedule, progress, staffing, and related data to AUTHORITY as a part of the regular monthly progress and payment process.
- B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by AUTHORITY in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by AUTHORITY.
- C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by AUTHORITY prior to initiation of any Services. Due to the nature and proportional amounts of engineering and environmental work, there could be instances whereby a subconsultant's portion of the project is greater than 49%. In the event this occurs, CONSULTANT shall bring it to AUTHORITY's attention immediately. AUTHORITY's Contract Manager will have the authority to grant exception. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the project including design, processing, and accounting.
- D. CONSULTANT shall provide to AUTHORITY copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review. CONSULTANT is also responsible for recording and distributing the minutes of all meetings pertaining to the Project at which CONSULTANT is present.
- E. CONSULTANT shall give written notice to AUTHORITY within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete Services.

### **Project Controls**

- A. As part of the Project Controls effort CONSULTANT shall, at the introductory meeting, present AUTHORITY with samples of their proposed project control documents for AUTHORITY's review. These documents shall include, but are not limited to:
1. Bar Chart(s) Schedules
  2. Progress Curve(s)
  3. Sample Amendment Format
  4. Sample Narrative Format(s)
  5. Sample Estimate Format(s)



#### 6. Earned Value Cost Report

#### B. CONSULTANT's Project Control System shall be able to:

1. Determine the critical path for the Services in Contract.
2. Forecast dates for intermediate milestones and project completion.
3. Provide a clear format to incorporate progress data on each activity.
4. Provide reports showing actual progress compared to scheduled (planned) progress, and actual cost of services performed compared to (1) budgeted costs for services performed and (2) budgeted cost for services scheduled.
5. Forecast possible delays and/or resource shortages.
6. Provide a basis for preplanning, including resource usage to recover from delays, allow schedule improvement, or accommodate other changes in the work.
7. Provide projected manpower requirements and dollar costs based on current performance.
8. Provide current project cost estimate information.
9. Provide all the estimates necessary to assist in confirming the construction budget.

#### C. Within 15 working days (or as requested by AUTHORITY) of assignment of services the CONSULTANT shall submit to AUTHORITY for their review, a Bar Chart Schedule showing the Critical Path and identifying all project development activities and milestones. AUTHORITY will review these documents and return them to CONSULTANT with notes and comments as soon as possible in order to validate the planning and cost control procedures within the first calendar month of performance period.

#### D. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to AUTHORITY for review and validation prior to incorporation in the schedule.

#### E. CONSULTANT shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met whether or not the reasons are within the CONSULTANT's control. In the event the Scope and Schedule of the Services is modified, and the modified Schedule is approved by AUTHORITY, CONSULTANT shall submit a revised Milestone Schedule. CONSULTANT shall perform the Services in accordance with the latest approved revision Milestone Schedule.

### Monthly Progress Reports

#### A. On a monthly basis, CONSULTANT shall prepare and submit to AUTHORITY a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which

CONSULTANT, and AUTHORITY will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. As a minimum, the monthly report should address the following specific areas:

1. Time related project status via a bar chart schedule
  2. Physical progress
  3. Amendment summary history
  4. Narrative status report
  5. Earned Value Report
  6. Graphical comparisons for actual progress vs. earned and planned progress for: physical (%complete), performance (hours complete) and cash flow.
- B. CONSULTANT shall have the ability to monitor and update its Detailed Project Control Schedule during the execution of the work and shall submit at each Progress Meeting, an updated four-week, horizon schedule to be used in monitoring the progress of the work.
- C. A Progress Meeting between CONSULTANT, Caltrans, and AUTHORITY shall be held, at minimum, on monthly basis to discuss the design progress, potential problems, plans for the next period, and other progress issues. AUTHORITY and Caltrans will establish with CONSULTANT the dates and times of these meetings. Three calendar days prior to each progress meeting, CONSULTANT shall provide AUTHORITY with a typewritten agenda for the meeting. CONSULTANT shall prepare typewritten meeting minutes and submit them to AUTHORITY and Caltrans within seven calendar days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.
- D. Project Coordination Meetings may be called by AUTHORITY, Caltrans or the CONSULTANT at any time that any party requires discussion of Project issues. CONSULTANT shall prepare minutes of the meeting and submit them to AUTHORITY and Caltrans.

## Quality Assurance

- A. CONSULTANT has total responsibility for the accuracy and completeness of all deliverables and any other work assigned to CONSULTANT. All services and deliverables furnished under this Scope of Services shall meet that responsibility through the implementation of a Quality Assurance Plan. CONSULTANT's Quality Assurance Plan shall be in effect throughout the entire Contract and, at minimum, shall establish the process necessary to ensure the following:
1. All deliverables and services shall be provided in a professional manner and meets the standards set forth herein.
  2. CONSULTANT shall maintain a set of project files that are indexed in accordance with Caltrans' Project Development Uniform File System.

- B. CONSULTANT shall submit to AUTHORITY within 30 calendar days after receipt of Notice to Proceed two copies of their Quality Assurance Plan. AUTHORITY will review the plan established by CONSULTANT to determine if quality assurance procedures are adequate and appropriate to the complexity of the project requirements. Review comments will be returned to CONSULTANT within 14 calendar days. If appropriate, the revised plan, which incorporates the comments of AUTHORITY, should be resubmitted within seven calendar days of receipt of comments.
- C. Evidence that the Quality Assurance Plan is functioning will be periodically confirmed by AUTHORITY. Deliverables that do not conform to the approved plan will be returned to CONSULTANT without review by AUTHORITY.

### **Reproduction Services**

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Services.

### **Submittal and Reviews**

- A. Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for AUTHORITY and Caltrans to review and direct revisions prior to formal submittal. If so requested by AUTHORITY and Caltrans, CONSULTANT shall make other submittals in draft form to provide opportunity for review and revisions.
- B. If CONSULTANT fails to submit the required deliverable items set forth in this Scope of Services, AUTHORITY shall have the right to withhold payment and/or terminate CONSULTANTS contract in accordance with the provisions entitled "Termination" included in this Contract.

## **ATTACHMENT B –SCOPE**

### **I-10 HOV LANES PROJECT REPORT & ENVIRONMENTAL DOCUMENT SCOPE OF WORK**

#### **PROJECT DESCRIPTION/LOCATION**

The I-10 HOV project proposes to construct an HOV lane in each direction from Haven Avenue in the City of Ontario to Ford Street in the City of Redlands. The proposed project will consist of widening existing roadbeds and undercrossings, reconstruction of several overcrossings, realignment of on/off ramps, auxiliary lanes, and drainage improvements. The total project length is approximately 25 miles.

#### **COORDINATION**

Parsons Transportation Group (PTG) shall coordinate with project stakeholders, which include among others: the Cities of Ontario, Fontana, Rialto, Colton, San Bernardino, Loma Linda, Redlands, the County of San Bernardino, Caltrans, FHWA, SANBAG, and resource agencies.

#### **STANDARDS**

All project deliverables and related material shall be prepared in accordance with current Caltrans and Federal Highway Administration (FHWA) regulations, policies, procedures, manuals, and standards. All studies, reports and deliverables will employ US Customary units.

#### **SCOPE OF SERVICES**

The scope of services to be provided under this contract includes the necessary tasks and activities that are required for obtaining Project Approval and Environmental Document (PA&ED). The scope of services includes project management, engineering, and environmental tasks, as described below. Any additional tasks or activities that become necessary as the project progresses which are not described herein or are not generally considered incidental to these tasks and activities shall be considered extra work and could be added to this scope of work subject to an amendment.

##### **1.0 Project Management**

PTG will provide project management and coordination during execution of the project, consisting of the following activities:

##### **Project Controls & Administration**

Acting as prime consultant, PTG will execute subcontracts with seven (7) sub consultants and direct their work. Prime contract terms and conditions will be incorporated into the subcontract agreements. PTG will be the primary contact for SANBAG. Under this task, PTG will also address matters relating to the

contract with SANBAG. This task will also include communication/coordination efforts by the Project Manager as part of the overall management of the project.

#### PDT Meetings

Monthly Project Development Team (PDT) meetings will be held at SANBAG, or at Caltrans District 8 in San Bernardino. The purpose of these meetings will be to discuss and resolve project issues and coordinate activities. PTG will prepare and distribute agendas prior to the meetings. PTG will prepare meeting minutes and distribute them within five (5) working days of the meetings. It is assumed there will be 36 PDT meetings during the 36-month duration of this contract.

#### Stakeholder & Other Coordination Meetings

Individual focused meetings will be held with various agencies and stakeholders involved in the project. These may include State and/or Federal Resource agencies, Flood Control and Water Conservation Districts, rail road and utility companies, and others. It is assumed no more than twenty (20) such focused meetings will be held during the life of this contract.

#### Scheduling/Progress Reporting and Invoicing

Progress reports will be prepared and submitted every month describing work accomplished during the reporting period, summary of meetings held, and discussion of outstanding issues and action items. The reports will also include any concerns or significant issues with recommendations for appropriate actions. A total of thirty-six (36) progress reports are anticipated. PTG will develop a detailed schedule for the project using Microsoft Project and update it monthly.

#### Quality Control

PTG's quality control program will be implemented and maintained throughout the project. The Project Manager will insure that quality control procedures are initiated at the start of the project, and that all PTG staff and subconsultants implement these procedures, and/or PTG will review QC plans submitted by the subconsultants to ensure that their plans are acceptable.

#### **Deliverables**

- Meeting Agendas and Minutes
- Progress Reports and Invoices
- Schedule Updates
- Project Management Plan / Project Quality Control Plan

#### **2.0 Preliminary Engineering**

PTG will develop and evaluate two (2) build alternatives, as well as the no build alternative. The cost proposed for analysis of alternatives is based on the footprint and project limits as described in the Project Study Report – Project Development Support (PSR-PDS) document dated 12/8/2006.

## **2.1 Data Collection & Field Reviews**

PTG will review information assembled and developed during the preparation of the PSR-PDS, as built plans, existing engineering reports and studies, right-of-way information, and any other existing information pertaining to the project. PTG will assess additional data needs required for preliminary engineering in support of the environmental document.

### **Deliverables**

Existing R/W Maps

As-built Plans

Accident Data

CADD files (from PSR/PDS)

Other information provided by Caltrans and/or SANBAG

## **2.2 Design Surveys/Digital Mapping**

The following Survey and Mapping tasks will be provided by David Evans & Associates for the preparation of the Project Report (PR) and Environmental Document (ED) for the proposed improvements to Interstate 10 from Archibald Avenue in the City of Ontario to Ford Street in the City of Redlands.

### **Aerial Mapping – 40 Scale**

In conformance with Caltrans CAD mapping standards and specification, aerial mapping will be provided for the project corridor. Horizontal and Vertical aerial mapping will be set to meet aerial triangulation requirements. The mapping control panels will be set to meet aerial triangulation requirements. The mapping will be prepared to 1" = 40' scale with 1-foot contours and will be delivered in a Microstation v8 format or latest acceptable to Caltrans at the time the task is initiated. The aerial mapping will cover a swath 2000-feet wide centered on the apparent centerline of Interstate 10. The aerial mapping will be tied into North American Datum of 1983 (NAD83) and the North American Vertical Datum of 1988 (NAVD88) or as specified by the client.

If requested, a digital orthophoto with 3" pixel resolution can be prepared from the 40-scale imagery for an additional fee. The digital orthophoto will cover up to a 2000-foot swath centered on the apparent centerline of Interstate 10.

**Schedule:** The aerial mapping can be delivered within eighteen (18) working weeks of written notice to proceed. The aerial mapping can be separated into 5-mile segments for a more rapid delivery schedule. The overall time to complete the entire 25-miles will remain at eighteen weeks; however the first segment can be delivered within 6 weeks of notice to proceed and subsequent segments will be provided every two weeks thereafter.

### **Centerline and Right-of-Way Delineation**

Right of Way engineering support will be performed as needed. This would include providing the location of existing record rights-of-way and computing proposed right-of-way for property valuation and assessment.

Complete research within Caltrans District 8 and the County of San Bernardino for existing centerline and right-of-way files and/or all available cadastral records in support of the centerline and right-of-way of Interstate 10 and adjacent and intersecting rights-of-way along the project corridor as stated above.

Field surveys to locate key monuments in support of record right-of-way and centerline calculations. The centerline and right-of-way will not be surveyed. Only key monuments will be located in order to calculate record information and prepare a digital Right-of-Way CAD file.

Base maps will be prepared at a scale comparable to the aerial mapping and will include said record centerline and right-of-way limits as well as underlying cadastral information, ownership information as recorded with the San Bernardino County assessor's office. All this data will be incorporated with the aerial mapping and delivered in a Microstation v8 format or latest acceptable to Caltrans at the time the task is initiated.

**Schedule:** The record right of way base map can be delivered within twelve (12) working weeks of written notice to proceed.

### **Supplemental Topo Surveys**

Supplemental topographic surveys will be performed as needed to locate large drainage structures, box culverts, bridge structures and other major features along the corridor to support the preliminary design studies of alternatives. The topographic survey information will be plotted at a scale comparable to the aerial mapping in a Microstation v8 format.

For the purposes of this cost estimate, 170 field hours have been included along with associated office and management hours.

### **2.3 Drainage Studies**

PTG will conduct a project drainage assessment which will include preliminary hydrologic analysis sufficient for the purpose of the environmental document. The scope will also include preliminary hydraulic analysis, sizing, and pricing of the cross-culverts/bridges along I-10 within the project limits, for the two build alternatives. The proposed cross-culverts/bridges will be sized to avoid significant impacts to the 100-year floodplain. Detailed hydrologic modeling is not required at this stage of design and hence is not included in the scope. PTG will visit the project site to assess the existing drainage patterns. PTG will evaluate historical flooding records, such as aerial photographs and high watermarks covering a span of several years. A preliminary hydraulic analysis will be

conducted to estimate the size and cost of needed cross-culverts and/or bridges for the two build alternatives. The findings from this drainage study will be documented in a report. The report will address issues on the two build alternatives that will be included in the draft environmental document.

#### **Deliverable**

Draft and Final Drainage Study Report

#### **Assumptions:**

A total of three reviews for the Drainage Study Report.

### **2.4 Traffic Modeling & Operational Analysis**

The study area for the traffic analysis includes I-10 from Haven Avenue to Ford Street, including the freeway mainline and ramps plus ramp intersections at the interchanges in that study area.

**Existing Conditions:** Kimley Horn & Associates (KHA) will document the existing number of lanes along each segment of the corridor using aerial photography, and create a schematic lane diagram of existing lanes. KHA will also document the existing lane geometry at each of the ramp intersections at freeway interchanges in the corridor (50 intersections)

KHA will obtain from Caltrans available mainline traffic counts and ramp counts within the study area, as well as available data on HOV lane volumes on I-10 west of Haven Avenue. KHA will obtain from the local jurisdictions available counts at ramp intersections. For ramp intersections where recent counts are not available, new AM and PM peak turning movement counts will be conducted on a typical weekday (up to 50 intersections).

KHA will use the traffic count data to develop a consistent scenario of existing AM peak hour and PM peak hour traffic volumes on the ramps and the I-10 freeway mainline, in which the mainline volumes balance with the ramp volumes throughout the corridor. KHA will also document the existing average daily traffic (ADT) volumes on each segment of I-10.

KHA will calculate existing levels of service through each merge point, diverge point, and weaving section of the study area, using the Highway Capacity Manual software. KHA will calculate existing AM and PM peak hour levels of service at ramp intersections using the Highway Capacity Manual method in the Synchro software package.

**Travel Forecasting Model Development and Validation:** Based on our conversations with the SANBAG Principal Planner for transportation, it is assumed that the San Bernardino Valley Focus (SBVF) Model will be the travel demand forecast tool used for this project. Prior to initiating modeling activities,



KHA and PTG will prepare a modeling methodology technical memorandum that documents the proposed methodology for modeling and post-processing the model outputs.

To provide appropriate interchange traffic loadings, the model will need additional zone detail in the western portion of the corridor. KHA will identify appropriate boundaries for splitting zones. SANBAG will provide socioeconomic data (SED) inputs to the model for the existing (base year) condition at the refined TAZ level. PTG will modify the model network and zone system to incorporate the zone splits. After the model refinements are complete, PTG will run the model for the base year condition, and KHA will compare the freeway and ramp volumes with traffic counts, and collaborate with PTG to identify appropriate adjustments to improve the model's ability to replicate the freeway volumes. Up to three model validation runs will be performed (with appropriate adjustments determined in consultation with SANBAG staff prior to each run) to improve the model's ability to replicate existing daily and peak hour volumes on the freeway. From the validated model, PTG will provide base year model estimates of AM peak, PM peak, and total daily traffic on each mainline segment and each ramp, as well as turning movement volumes at each ramp intersections. These will be used in the post-processor. PTG will also provide the model's estimates of current HOV demand in the corridor.

**Future Baseline Conditions:** KHA will consult with SANBAG and Caltrans to confirm appropriate network assumptions for the Future Baseline (No Build) scenario. PTG will incorporate the zone splits, network refinements, and model adjustments into the Future Baseline scenario. SANBAG will provide SED inputs to the model for the future (Year 2035) condition at the refined TAZ level. PTG will prepare travel demand forecasts for the Future Baseline condition. KHA will post-process the model outputs, and use the post-processed forecasts for the analysis of future conditions. KHA will document average daily traffic volumes on the freeway by segment, and will evaluate AM and PM peak hour levels of service for the freeway mainline (by segment), merge and diverge points, weaving sections, and ramp intersections.

**Future Conditions with Project:** It is understood that the two Build alternatives are differentiated by design options for adding an HOV lane to I-10 through the study area, and freeway access and HOV lane access will be essentially the same in each of the two Build alternatives. So for traffic forecasting purposes, only a single "Build" forecast is needed, though the traffic analysis will be evaluating traffic conditions for two different alternatives (since the design options, such as auxiliary lanes) will result in different traffic conditions.

PTG will code the HOV lanes into the future model network and prepare travel demand forecasts for the Future with Project (Year 2035 with HOV lanes) condition. From the model, PTG will provide traffic forecast outputs, demand estimates for the HOV lanes, and estimates of mode split changes due to the

existence of the HOV lanes. KHA will post-process the model outputs, and use the post-processed forecasts for the analysis of future conditions.

KHA will document average daily traffic volumes on the freeway and in the HOV lanes (by segment), and will evaluate AM and PM peak hour levels of service for the freeway mainline (by segment), the HOV lanes, freeway merge and diverge points, weaving sections, ramp intersections, and weaving sections for HOV lane entry/exit. If the model outputs indicate HOV lane demands exceeding the capacity of the lanes, KHA and PTG staff will work with SANBAG staff to identify appropriate assumptions and methods for manually adjusting the forecasts to reflect acceptable operation of the managed (HOV) lanes.

**Evaluation of "Local Configuration Alternatives":** There are expected to be some situations in which the design process identifies design options that affect freeway access or freeway operations in localized areas. To evaluate the traffic conditions resulting from the design options in these localized areas, the travel forecasting model will be run (if needed), and traffic analysis will be conducted on those operational elements that are directly affected by the design option. Up to four such analyses will be performed.

**Accident/Safety Analysis:** KHA will obtain current accident data from Caltrans (TASAS or SWITRS) and document recent accident rates along each part of the corridor and the accident types. KHA will evaluate future conditions without and with the HOV lanes in light of the types of accidents experienced and how each type would be expected to be affected in the future condition. The quantitative analysis of accident data will apply to both "build" alternatives and a qualitative discussion will be prepared that will provide a comparison between the two build alternatives.

**Traffic Simulation Modeling:** There are expected to be situations for which detailed traffic operations simulation are desired by SANBAG in order to understand the traffic operations of a localized area and how a design option would affect traffic operations and traffic queuing and delay through the area. An example would be the eastbound I-10 freeway through the I-215 interchange and the adjacent interchange with Waterman Avenue. To model traffic operations in such an area, KHA will develop a traffic simulation model using VISSIM software. The level of effort to develop and calibrate these models varies substantially based on the size and complexity of the area being modeled, so for purposes of preparing the project budget we have included an estimate that we believe would provide for VISSIM modeling of six localized areas of the freeway. When the project is underway and specific areas are identified for modeling, we will prepare a more refined cost estimate.

**Traffic Technical Report:** KHA will prepare a Draft Traffic Technical Report that documents the data, assumptions, methodologies, findings, and results of the traffic analysis. The Draft Report will be developed from the technical

memoranda prepared for each task described above. KHA will incorporate responses to comments on the Draft Report from SANBAG and Caltrans into a Final Traffic Technical Report.

#### **Deliverables**

KHA will deliver 15 printed copies of each technical memorandum, 25 copies of the Draft Report, and 25 copies of the Final Report, plus a pdf electronic copy of each deliverable.

- Technical Memorandum: Existing Conditions
- Technical Memorandum: Modeling Methodology
- Technical Memorandum: Travel Forecast Model Documentation and Validation
- Technical Memorandum: Future Baseline Conditions
- Technical Memorandum: Future Conditions With Project
- Technical Memorandum: Traffic Impacts of Local Configuration Alternatives
- Technical Memorandum: Traffic Operations Results of Traffic Simulations
- Draft Traffic Technical Report
- Final Traffic Technical Report

#### **Assumption**

Future traffic forecasts will be prepared for only one future horizon year.

### **2.5 Utility Coordination**

PTG will identify the existing utilities affected by the project, and estimate costs associated with utility relocations for the two build alternatives. PTG will gather as-built information on the existing utilities in the project area from Caltrans and from the cities along the I-10 corridor within the project limit. PTG will contact each of the utility companies in the area and obtain their plans for future facilities. This information will be utilized during refinement of project alternatives. Existing utility owner prior rights or needed agreements will be identified by PTG. PTG will identify conflicts and relocation requirements and will prepare an approximate cost estimate for the relocation.

#### **Deliverables**

- Preliminary utility location plans.
- Cost estimates for utility relocations.
- Conflict maps.
- Utility Coordination Meetings (10)

## 2.6 Geotechnical

Earth Mechanics, Inc. (EMI) will provide geotechnical support on the following design elements:

- Prepare a Preliminary Foundation Report (PFR) to support the Advance Planning Study (APS) for each bridge.
- Prepare a Preliminary Materials Report for the entire project.
- Provide geologic and seismic input to the environmental document.
- Conduct a fault rupture investigation to assess impacts on selected bridges.

### Preliminary Foundation Report (PFR) to Support Advance Planning Study (APS)

A Preliminary Foundation Report (PFR) will be required for each bridge to support the development of the APS (a total of 51 bridges will either be replaced or widened). The PFR's will be in a memorandum format acceptable to Caltrans following the requirements outlined in Caltrans Guidelines for Foundation Investigations and Reports dated March 2006 or latest available at the time the task is initiated. No field exploration will be performed for this task. The following scope of work is anticipated to prepare these PFR's.

EMI will determine the causative fault and distance between the causative fault and bridge site using the 1996 or latest available Caltrans Seismic Hazard Map. The peak bedrock acceleration based on a maximum credible earthquake event and the resulting ARS curve will be developed per Caltrans Seismic Design Criteria (SDC) dated June 2006. Results of the fault rupture investigation, if available, will be included.

As-built data for the structures will be reviewed to develop an understanding of subsurface conditions and foundations used. Based on the available subsurface data, preliminary soil profiles and strength parameters will be developed for foundation analyses.

Based on the preliminary subsurface profiles and strength parameters developed for the structures, preliminary foundation sizes and lengths will be provided to the designers. Depending on the findings of the fault rupture investigation, we may need to supplement the above foundation data with existing foundation retrofit parameters such as axial and lateral capacities and stiffness coefficients; calculations may need to be performed to develop foundation retrofit alternatives for preliminary construction cost estimates.

The PFR will also include a section detailing the subsurface exploration program proposed for the structures. The section will include the number of borings proposed and anticipated depths of explorations.

### Preliminary Materials Report

Caltrans has recently started requiring Preliminary Materials Report (PMR, sometimes called Preliminary Roadway Geotechnical Design Report or PGR) for

any project that includes new pavement or pavement widening within Caltrans right-of-way. The PMR will be in a memorandum format consistent with Caltrans current guidelines and will include information such as the proposed improvements, existing pavement structural sections and new preliminary structural sections for widening and new roadway. The new section will be based on assumed designed R-values and Traffic Indices provided by Caltrans. PTG will provide EMI with as-built plans showing existing pavement sections. No field exploration will be performed for this task. Our understanding is that pavement deflection tests are not required during this early phase of the project and are not included in the scope.

#### Geologic and Seismic Input to Environmental Document

We will provide geologic and seismicity write-ups for the environmental document. Phase I (ISA) and Phase II investigation (if required) will be performed by others.

#### Fault Rupture Investigation

The project area is within several densely clustered earthquake alignments such as the Fontana seismic zone, the San Jacinto seismic zone, and the Loma Linda seismic zone. The area is traversed by several known surface faults like the San Jacinto fault, and by several poorly known faults such as the San Bernardino Valley fault, the Loma Linda fault, and the Rialto-Colton fault. The most recent surface rupture of the San Jacinto fault is identified as an Earthquake Fault Zone (formerly an Alquist-Priolo Special Studies Zone). In addition, the Loma Linda and at least one unnamed surface fault zone are also designated as an Earthquake Fault Zone. Little is known about these faults, partly because the area was settled and built over, obscuring most of the natural geomorphic features that could be used to prove or disprove that these faults are not active.

A similar situation to that discussed above occurred in proximity to the planned SR-210/I-215 interchange. No faults were known in that area until EMI conducted an aerial photograph analysis using old aerial photographs and identified numerous subtle lineaments. These features were investigated by excavating trenches across the lineaments and several of them were found to be active faults.

Compiling and reviewing more recent data and review of a few recent aerial photographs suggest the presence of lineaments at several of the proposed bridge sites. Several of these were identified in the Request for Proposal, but others may also be crossed by lineaments that might be active faults.

Previously identified structures with possible faults (referred to herein as First Tier Structures) are:

- Pepper Av OC
- Colton OH
- Rancho Av OC
- La Cadena Dr UC

- Ninth St UC
- Waterman Av UC
- Hunts Lane UC
- San Timoteo Creek Bridge

In addition, several other structures appear to be crossed by lineaments; these are referred to as Second Tier structures and are:

- Slover Mt. UP
- Warm Creek Bridge
- Tippecanoe Av UC
- Highland Av UC
- Mt. Vernon Av OC
- Santa Ana River Bridge
- Richardson St OC
- Redlands Blvd UC

We propose to conduct an aerial photography analysis of structures using the earliest aerial photographs (1930s vintage) before the area was highly developed to determine whether there are lineaments that may represent active faults. If suspicious lineaments are discovered, we propose to excavate trenches across these lineaments to evaluate the potential for surface faulting at the structures. Our preliminary reconnaissance has shown that there are many potentially suitable trenching locations. Many of these locations are located within railroad right-of-way and some are inside private properties. Therefore, EMI would need SANBAG's assistance to apply for encroachment permits; but it may be a challenge to obtain the permits for the trenching work at some locations. The trench backfill will be properly compacted and tested. In the few locations where trenches can't be adequately sited, we propose to conduct short geophysical surveys (i.e. 500-1000 feet long) to determine the subsurface geologic structure.

A preliminary cost estimate is provided based on the premise that all of the above-listed structures will need to be trenched. However, this will not be known until the aerial photography analysis is conducted. If no lineaments are found at a particular structure, no trenches would be required, thereby reducing the cost.

Prior to initiating any work, we propose a joint meeting with Caltrans, SANBAG and PTG designers to refine the above work plan. In this meeting, we will also discuss the content of the work product. It is imperative that we obtain Caltrans concurrence on this fault rupture investigation.

#### **Deliverables (Tier 1 Structures Only)**

- A Preliminary foundation report for each bridge.
- A Preliminary Materials Report.
- Geologic and seismicity write-ups for input to the environmental document.
- Fault-rupture investigation report.

## 2.7 Preliminary Structural Studies (Advanced Planning Studies)

PTG and David Evans Associates (DEA) will develop preliminary structures design(s) for the purpose of establishing reliable cost estimates and evaluating any potential environmental impacts. PTG/DEA will prepare Advanced Planning Study (APS) for the bridges listed below within the project limits. The available existing data that are related to or would influence the design of the structures will be collected and reviewed. This includes hydrologic information, site seismicity, geotechnical information and reports, and right of way information.

### Deliverables

- APS, preliminary foundation report, APS checklist (For each bridge listed below).
- Design memo and itemized cost estimates will be delivered per Caltrans' OSFP information and Procedures Guide dated June 2002 or latest.

Bridge #	Bridge Name
54 0351	DAY CANYON CHANNEL
54 0378L	ETIWANDA WASH
54 0378R	ETIWANDA WASH
54 0378S	ETIWANDA WASH
54 0463	ETIWANDA AVENUE OC
54 1214K	VALLEY BLVD ON-RAMP SEP
54 0030L	VALLEY BLVD OFF-RAMP UC
54 0030R	VALLEY BLVD OFF-RAMP UC
54 0454L	ETIWANDA-SN SEVN FLOOD CNTL CH
54 0454R	ETIWANDA-SN SEVN FLOOD CNTL CH
54 0416	KAISER SPUR OH
54 0434	SAN SEVAINE CREEK
54 0425M	MULBERRY CREEK
54 1169	SIERRA AVENUE OC
54 1116	RIALTO CHANNEL
54 0531	PEPPER AVENUE OC
54 0835	SLOVER MOUNTAIN UP
54 0817	RANCHO AVENUE OC
54 0464R	COLTON OH
54 0464L	COLTON OH
54 0462	LA CADENA DRIVE UC
54 0462S	LA CADENA DR UC (EB OFF)
54 0461	NINTH STREET UC
54 0861K	PAVILLION S OH OFF-RAMP
54 0460	PAVILLION SPUR OH
54 0459	MOUNT VERNON AVENUE OC
54 0830L	WARM CREEK
54 0830R	WARM CREEK
54 0292G	SANTA ANA RIVER (EB-10 TO N/S
54 0292R	SANTA ANA RIVER

54 0292L	SANTA ANA RIVER
54 0601	HUNTS LANE UC
54 0600	WATERMAN AVENUE UC
54 1105K	SAN TIMOTEO CREEK (W10 ONRAMP
54 0599	SAN TIMOTEO CREEK
54 0598	TIPPECANOE AVENUE UC
54 0597	RICHARDSON STREET OC
54 0596	MOUNTAIN VIEW AVENUE UC
54 0570	WEST REDLANDS OH
54 0595	CALIFORNIA STREET UC
54 0594	NEVADA STREET UC
54 0593	ALABAMA STREET OC
54 0931H	LUGONIA AVENUE UC (I10-W30)
54 0592	TENNESSEE ST UC
54 0930F	TENNESSEE STREET UC (W10-W30)
54 0591	COLTON AND NEW YORK AVENUE UC
54 0583	TEXAS STREET UC
54 0580	EUREKA STREET UC
54 0581L	INTERSTATE 10 / STATE ROUTE 38
54 0581R	INTERSTATE 10 / STATE ROUTE 38
54 0579L	SIXTH STREET UC
54 0579R	SIXTH STREET UC
54 0578L	CHURCH STREET UC
54 0578R	CHURCH STREET UC
54 0472L	REDLANDS OH
54 0472R	REDLANDS OH
54 0582L	UNIVERSITY STREET UC
54 0582R	UNIVERSITY STREET UC
54 0584L	CITRUS AVENUE UC
54 0584R	CITRUS AVENUE UC
54 0585L	CYPRESS AVENUE UC
54 0585R	CYPRESS AVENUE UC
54 0586L	PALM AVENUE UC
54 0586R	PALM AVENUE UC
54 0587L	HIGHLAND AVENUE UC
54 0587R	HIGHLAND AVENUE UC
54 0588L	FORD STREET UC
54 0588R	FORD STREET UC
54 0589L	REDLANDS BLVD OFF-RAMP UC
54 0589R	REDLANDS BLVD OFF-RAMP UC

## 2.8 Right-of-Way Requirements

PTG will identify the right-of-way requirements associated with the two build alternatives. Right-of-way information will be digitally overlaid on base maps and potential takes will be identified.

### **Deliverables**

Preliminary Right-of-Way requirement maps.



## **2.9 Right of Way Data Sheets**

Paragon Partners will provide Right of Way Data Sheets for two alternatives including the following information:

- ROW Cost Estimate
- Parcel Data
- Utility Facility Conflicts
- Railroad Facility Conflicts
- Identification of potential hazardous materials sites within project footprint
- Displacement requirements
- Identification of potential Borrow or Disposal Sites
- Potential relinquishments and/or abandonment's
- Existing and/or potential Airspace sites
- Estimated ROW schedule and lead time

PTG will provide Information for the Utility facilities, Railroad facilities, borrow or disposal sites and Hazardous Materials portions of the Data sheet, and will provide right of way alignment maps for each alternative. The Design CADD files will be used to identify the proposed right of way requirements. The proposed right of way requirements will be used with the County assessor parcel information and comparative land values to determine estimated costs. Escalation factors and a narrative for the data sheet will be prepared and incorporated into the data sheet for each alternative.

### **DELIVERABLES:**

- Preparation of Right of Way Data Sheet for (2) two alternatives.

## **2.10 Geometric Plans & Alternatives Development & Refinement**

PTG will continue to refine the two build alternatives based upon comments received through the project development process. Layout sheets at 1"=100' scale will be prepared for the two build alternatives. Preliminary horizontal and vertical alignments, cross sections, typical sections, construction staging/detour concept-drawings, will also be prepared for both alternatives.

### **Deliverables**

Preliminary design drawings for the two build alternatives that can be used for analysis during the development of the environmental document.

## **2.11 Cost Estimates**

PTG will develop cost estimates for the two build alternatives for comparison, leading to the selection of a Preferred Alternative. Cost estimates will be prepared in accordance with the Caltrans Project Development Procedures Manual for projects at the PA&ED phase.

### **Deliverables**

Cost estimates for the two build alternatives to be used in selecting a Preferred Alternative.

### **2.12 Preliminary Transportation Management Plan**

PTG will establish TMP strategies and estimate their respective costs. This includes determining the feasibility of using surface streets for traffic diversion, and developing traffic handling plans with the project stakeholders, including the cities along the I-10 corridor within the project limits. PTG will coordinate with Caltrans and will update the TMP Data Sheet.

#### **Deliverables**

Preliminary Transportation Management Plan (TMP)

### **2.13 Storm Water Data Report**

PTG will evaluate storm water strategies and will prepare a preliminary storm water data report in accordance with Caltrans requirements to document these strategies. It is anticipated that a 'Long Form' Storm Water Data Report (SWDR) will be prepared for the two build alternatives.

#### **Deliverables**

Preliminary Storm Water Data Report (SDWR) for the two build alternatives.

### **2.14 HOV Report**

This report will address the effects of the HOV Facility on Safety, Congestion, and Highway Capacity as required under Section 149 of the Streets and Highways Code, and Section 21655.5 of the Vehicle Code. PTG will prepare an HOV Report that will evaluate design and operational details (per Caltrans guidelines) of each of the two build alternatives including:

- Ingress/Egress locations (estimated about 50 locations for each alternative)
- Enforcement area (estimated between 16 to 25 locations for each alternative)

The HOV Report will compare effects on congestion/capacity of each alternative (Caltrans requires analysis to be based on the volume anticipated 5 years after opening the facility to traffic). It will also evaluate the effect on safety using actual and or/expected accident rates for each alternative for 12 months after projected opening. PTG will coordinate approval of this HOV Report with SANBAG, FHWA, Caltrans and the Air Quality Management District. PTG will prepare a draft HOV Report and submit to Caltrans and FHWA for review. PTG will address comments and prepare the final HOV Report.

#### **Deliverables**

- Draft HOV Report
- Final HOV Report

### **2.15 Design Exception Fact Sheets**

PTG will identify non-standard design features (Advisory & Mandatory) associated with both build alternatives, and will prepare a list of anticipated design exceptions for (2) alternatives, and then prepare draft and final Fact Sheets for design exceptions that will be proposed. Fact Sheets will be prepared in accordance with Caltrans procedures. Draft Fact Sheets will first be discussed with Caltrans and FHWA staff and will be submitted for review. Comments received will be addressed and final Fact Sheets will be resubmitted and circulated for signatures.

#### **Deliverables**

Draft and Final design exception Fact Sheets

#### **Assumptions**

The Cost Proposal allows for the preparation of total of (2) fact sheets: (1) for Advisory Design Exceptions, (1) for Mandatory Design Exceptions, for the "preferred" build Alternative only.

### **2.16 Geometric Approval Drawings (GAD's)**

PTG will prepare a set of Geometric Approval Drawings (GAD's) for the preferred alternative. The GAD's will include plans, typical sections, profiles, superelevation, and traffic volumes as described in Caltrans District 8 QC/QA Guide for GAD procedures. PTG will prepare the Design Checklist as described in Caltrans Design Information Bulletin (DIB) 78, and will attend a GAD scoping meeting with Caltrans prior to GAD submittal in order to coordinate any project specific features related to operational analysis or to roadway geometrics. Draft GAD package will be submitted for review. Comments received will be addressed and final GAD's will be submitted for signature.

#### **Deliverables**

Draft and Final GAD's

#### **Assumptions:**

It is assumed that Caltrans will review and comment (2) times. Once on the Draft GAD's and once on the Final GAD's. If more than (3) submittals of GAD's are required, the additional submittals will be considered extra work.

### **2.17 Draft Project Report**

PTG will develop text, exhibits and cost estimates required for the preparation of the Draft Project Report (DPR), and will prepare a preliminary DPR in accordance with Caltrans Project Development Procedures Manual. Copies of the preliminary DPR will be circulated for comments and review. Comments received will be addressed and a final DPR will be resubmitted and circulated for signatures.

**Deliverables**

Draft Project Report

**2.18 Project Report**

After the distribution of the Draft Project Report (DPR) and Draft Environmental Document, PTG will prepare a draft final Project Report (PR) to document the selection of the preferred alternative and to update the cost estimate. A draft final PR will be circulated for comments and review. Comments received will be addressed and a final PR will be resubmitted and circulated for signatures.

**Deliverables**

Approved Project Report

**2.19 Value Analysis**

It is anticipated that a Value Analysis (VA) study will be done for this project per Caltrans and FHWA guidelines. It is assumed that the VA procedures, the identification of the VA team, conducting the analysis, and preparing the draft and final VA report, would be done by Caltrans. PTG will provide the services of the Project Manager, one Senior Specialist, and one Project Engineer for a period of three (3) days to participate in the VA team meetings. PTG will also provide the services of the Roadway Lead Engineer for one (1) day to participate in the VA team meeting. PTG will also provide copies of project information and data that will be available at the time the VA study will be conducted.

**Deliverables**

- Three days participation for PM, Senior Specialist, Project Engineer
- One day participation for the Roadway Lead Engineer
- Project Information material (Plans, Estimates, Presentation Boards, etc.)

**2.20 Construction Staging**

PTG will prepare preliminary construction staging concept drawings for the two build alternatives that will show the sequence of operation, work to be performed, materials to be used, and the routes to be utilized by traffic during each construction phase. The plans will also show long term closures of lanes and ramps, detours, and the number of traffic lanes available for public traffic.

**Deliverables**

Preliminary Construction Staging Concept Drawings

**2.21 Railroad Coordination**

PTG will provide the services of a senior specialist to serve as the railroad coordinator, to perform direct liaison work with the UPRR and BNSF railroad companies, and with Caltrans Office of Structures Design (OSD). The railroad coordinator will assist in determining the level of involvement of the railroad companies, and will request railroad conceptual approval of the proposed

geometrics at locations where railroad involvement is necessary, for both build alternatives.

#### **2.22 Preliminary Traffic Design**

PTG will prepare preliminary traffic designs for both build alternatives, including, proposed lane configurations at ramp intersections, exit and entrance ramp designs, and truck turning templates at intersections.

#### **Deliverables**

Preliminary Traffic Design for the two build alternatives.

### 3.0 Environmental Services

#### ***Understanding and Assumptions***

Under this task PTG shall, at the direction of SANBAG, coordinate its efforts with the cities along the project alignment, public and private utilities, Caltrans, the FHWA, and other agencies to obtain the necessary technical information for the preparation of the joint IS/EA, with the expectation that the IS/EA will lead to attainment of a MND/FONSI. If it is ultimately determined that a higher-level environmental document (ED) will be required for the project, PTG will prepare an updated scope of work and cost estimate, which will be submitted to SANBAG for review and approval.

It is anticipated that two build alternatives, a reduced-standard and a full-standard alternative, will be studied in the ED along with the no-build alternatives. These alternatives will be carried through the scoping process. One of these build alternatives may be identified as the preferred alternative in the Draft ED based on criteria developed in coordination with the PDT.

Furthermore, various environmental permits (Section 404, 1600 Agreement, Section 401) will need to be obtained prior to commencement of project construction activities. Within the ED and associated technical studies, PTG will describe the anticipated necessary environmental permits, as well as the existing and future with project environmental conditions which are relevant to the required environmental permits. This scope of services and associated cost estimate does not include the actual preparation and submittal of environmental permit applications. If desired by SANBAG, we can provide these permitting services as an addition to our scope and cost estimate, at a later stage in the project development process.

The scope of work for the environmental documentation and approval task consists of the following primary activities, and related subtasks:

#### ***Task 3.1 Outreach, Environmental Scoping, Notices***

**Task 3.1.1 – Community/Agency Involvement Plan; Public Scoping Meeting; Agency Roundtable Meetings:** Arellano Associates shall develop a Community and Agency Involvement Plan with input from SANBAG staff. The Plan shall be prepared in accordance with Caltrans' Project Development Procedures Manual. The Plan shall include one or more initial public information/project scoping meeting(s) held at the beginning of the environmental study process to receive public input on the project purpose and need, alternatives, and potential impacts and mitigation measures. In addition, several focus group or "roundtable" meetings will be conducted with groups of agency and project stakeholder staff in order to inform them about the project and gain their input regarding project plans and environmental issues. Specific agency and project stakeholder staff to be invited to the roundtable meetings will include staff

from city councils, city public works departments, school districts, and other municipal/public service entities. Arellano Associates will maintain a database of contact information for project stakeholders, affected property owners along the corridor and agency staff. The specific format, invitees, and agendas for each meeting will be coordinated with SANBAG staff.

A total of seven (7) public and/or agency roundtable meetings are included under this task. Arellano Associates shall coordinate and facilitate the meetings and staff from PTG will attend the meetings to provide technical and project information. Arellano Associates will be responsible for securing meeting locations, coordinating logistical arrangements in support of the meetings, preparing meeting agendas and support materials (e.g., attendance sign-in sheets), and taking notes at the meetings. Summary notes from each meeting will be provided to SANBAG.

If SANBAG desires additional public outreach meetings during the life of the project to maintain public support, we can provide these services as an addition to our scope and cost estimate.

**Task 3.1.2 – Issuance of Environmental Notices:** PTG shall prepare and circulate a Notice of Initiation of Studies (NOIS) indicating that SANBAG has initiated environmental analysis and preliminary engineering for the Project, and is requesting comments defining environmental and other concerns. The NOIS shall be sent to local residents, elected officials, responsible agencies, and other special interest groups on the Project mailing list. Comments received shall be used to identify particular agency and public concerns and to initiate early agency consultation. The NOIS will include the date and time of the scoping meeting. A public notice of the Project and Scoping Meeting will also be prepared for publication in appropriate daily and weekly newspapers, including a Spanish-language newspaper as appropriate. PTG shall submit ten (10) copies each of the NOIS or as required by Caltrans.

**Deliverables:**

- Minimum of Four (4) copies of a Community Involvement Plan
- Facilitation of Seven (7) public and/or agency roundtable meetings to share project information and conduct environmental scoping
- Draft and Final copies of meeting summary notes
- Minimum of Ten (10) copies each of the Draft and Final NOIS

***Task 3.2 Draft Environmental Document***

PTG shall, under this Task, complete required technical studies in support of the ED and prepare the Draft ED. This task will include coordination with SANBAG, Caltrans, and regulatory/approving agencies, and public outreach to collect and

analyze information. PTG shall also attend meetings, and provide additional documentation, when necessary, to respond to requests by the regulatory/approving agencies. PTG may need to collaborate as directed on studies associated with other SANBAG or Caltrans projects.

The Preliminary Environmental Assessment Report (PEAR) prepared for the project as part of the PSR identifies the need for the following environmental technical reports to be prepared in support of the ED:

- Air Quality Study
- Biological Resources Report
- Community Impact Study
- Cultural Resources Report
- Hazardous Waste Study (Initial Site Assessment)
- Noise Study
- Storm Water Data Report (this report preparation is included under Task 2.13 of this scope of work)
- Visual Resources Study
- Water Quality Study

All of the above-noted studies will be prepared as stand-alone technical reports for this project. In addition, this scope of work also provides for a stand-alone Floodplain Evaluation Report. Each technical report shall include a draft and final report of findings, site descriptions, photographs of survey sites, and other relevant information, including the following report sections: introduction, purpose, methods (protocols followed), study results, and mitigation recommendation. The key findings of each technical report will be summarized in an appropriate section of the ED.

Environmental analysis shall meet CEQA and NEPA requirements and shall be in accordance with Caltrans and FHWA guidelines. Specific work shall be performed in accordance with appropriate applicable established regulatory agency survey protocols or guidance. PTG shall coordinate with Caltrans in determining the specific content and format requirements for the environmental studies.

### **Task 3.2.1 – Air Quality Report**

An air quality technical report will be prepared in accordance with provisions outlined in the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA) and consistent with the technical requirements and methodologies of SCAQMD and Caltrans. Findings and conclusions from the technical report will be summarized in the ED. The air quality assessment for the proposed project will consist of the following:

Environmental Setting: To include a discussion of pertinent air quality statutes and regulations; description of the existing air quality in the region



and project area (i.e., regional meteorology and local conditions as measured at the local ambient air monitoring stations); and identification of the air quality sensitive receptor locations along the project corridor.

Construction-Period Regional Impact Analysis: Construction-related emissions will be projected including estimates of combustion emissions related to construction equipment operation; fugitive emissions related to site preparation and earthmoving activities; and mobile source emissions related to construction worker and haul truck trips. The emission analysis will be provided for a worst-case day construction with most intense construction activities, and compared to applicable SCAQMD emissions thresholds to determine significance.

Construction-Period Local CO, NO<sub>2</sub>, PM<sub>2.5</sub>, and PM<sub>10</sub> Concentration Analysis: Local emission impacts will be analyzed by estimating the degree to which CO, NO<sub>x</sub>, PM<sub>2.5</sub>, and PM<sub>10</sub> emissions during construction have potential to create localized "hot spots." The SCAQMD Localized Significance Thresholds Guide analysis methodology will be used for the analysis.

Operational Impacts: Analysis of the operational-related air pollutants emissions will include analysis of changes in regional pollutant emissions, changes in localized emissions, and the implications of these changes with regard to conformity requirements. Changes in regional emissions under the Preferred Alternative will be estimated from changes in the regional travel activity (vehicle miles traveled, average daily trips, and vehicle mix). At the local level, the analysis will include: assessment of the degree to which Project-related traffic volumes have a potential to effect local CO concentrations using screening criteria developed by Caltrans. If detailed analysis is required, potential impacts at up to six intersections will be evaluated utilizing the CALINE4 dispersion model at the impacted intersection locations for up to three scenarios (e.g., existing, future no-project and future with project). The intersections selected for the CALINE4 model evaluation would consist of up to the three highest volume intersections and up to the three worst LOS intersections within the project limits along I-10.

Consistency with the Transportation Conformity Plan: Consistency analysis of regional and project level impacts in accordance with the procedures set forth by the EPA, FHWA and Caltrans will be conducted. Project level conformity analysis will be provided for particulate matter (PM<sub>10</sub> and PM<sub>2.5</sub>) and for mobile source air toxics (MSAT), following the guidelines of EPA, FHWA, SCAQMD and Caltrans.

Mitigation Measures: Mitigation measures will be developed, where applicable, to address air quality impacts.

PTG shall submit ten (10) copies each of the Draft and Final Air Quality Report for the project.

### **Task 3.2.2 - Hazardous Materials Study (ISA)**

A hazardous materials and waste technical study will be prepared for the project and will follow the Caltrans guidelines for Initial Site Assessments (ISA) and Preliminary Site Investigations (PSI). The purpose of the study is to verify the presence of contamination at sites suspected of containing hazardous materials or waste. It is recommended that surveys for Aerially Deposited Lead (ADL), Asbestos-Containing Materials (ACM), and Lead-Based Paint (LBP) be conducted during a later phase of the project (i.e., during final design) when more precise plans of the project footprint and required structural modifications are known. Therefore, this scope of work and associated cost estimate does not include surveys for ADL, ACM, and LBP.

The following tasks will be included as part of the ISA:

Records Review: Available current and historical documents pertinent to environmental activities conducted in or near the project site will be reviewed. Topics of interest to be investigated will include: chemical usage or inventories; waste management records; Resource Conservation and Recovery Act (RCRA) activities; Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) activities; and health and safety operations.

Site Reconnaissance: Site reconnaissance of the I-10 corridor will be performed to visually and physically observe and document conditions within and near the project limits. Photograph documentation of potential hazardous materials issues will be completed.

File Search and Records Review: A search of federal, state, and local regulatory agency electronic databases will be performed. This database search identifies locations that are regulated under various environmental laws, notably CERCLA, RCRA, and Toxic Substances Control Act (TSCA). The records search will also identify locations where a release of hazardous substances has occurred or is suspected.

Historical Information Review: A review of historical information sources will be conducted to evaluate whether prior land uses may pose an environmental concern within or near any properties within the project area. These historical information sources will include, as available: historical aerial photographs, fire insurance maps, and historical topographic maps. In addition, environmental lien data will be obtained for up to 25 parcels that may be considered for full or partial acquisition.

Occupant and Owner Interviews: To the extent practical, interviews will be conducted with current property owners or personnel (for up to 25 properties) to determine the historical and current use of subject properties and surrounding areas, as well as any available information concerning the potential presence of hazardous materials. The parcels selected for owner/occupant interviews would be limited to parcels outside of the existing ROW that may be considered for full or partial acquisition, and/or parcels anywhere along the project alignment that are suspected or known to contain hazardous materials. If it is ultimately determined at a later stage in the project development process that owner/personnel interviews would need to be conducted in regard to more than 25 properties, PTG staff can perform the interviews as an addition to our scope and cost estimate.

Evaluate Data and Report Preparation: PTG will evaluate available information collected concerning the project site and its surroundings to identify Recognized Environmental Conditions (RECs). According to the *American Society for Testing and Materials (ASTM) E 1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (Phase I ESA), RECs are defined as “the presence or likely presence of hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.” Significant findings from the above-stated tasks will be summarized in a stand-alone ISA technical report, and recommendations will be made for additional site assessment activities, if needed. PTG shall submit ten (10) copies each of the Draft and Final ISA report for the project.

### **Task 3.2.3 – Noise Report**

Noise Measurement Site Selection: The primary purposes for conducting the noise measurements are to (1) determine the existing ambient and background noise levels to establish the baseline conditions, (2) calibrate the Traffic Noise Model (TNM), and (3) determine train pass-by noise levels.

The selection of measurement locations is based on the following criteria:

- Sensitive receptor locations expected to receive the highest noise impacts, such as the first row of houses or houses on the hills next to the freeway.
- Sites that are acoustically representative and equivalent of the area of concern.
- Areas of frequent human use where lower noise level would be of benefit.
- Sites clear of major obstruction and contamination.

Parsons will conduct at least 18 short-term and 14 long-term measurements. All short term measurements will be conducted while a long term measurement is in progress. Data from the long term measurements will be used to adjust short term noise measurements to reflect the peak noise hour levels. There will be no noise measurements from the beginning of the project to Cherry Avenue, as this area is comprised of commercial and industrial uses with no noise sensitive use areas. Figures will be provided that display the proposed noise measurement sites.

Noise measurements will also be conducted near the train tracks to determine the train pass-by noise levels of different types of trains. The measured levels will then be used for calculating train noise levels at the noise sensitive areas along the project alignment.

Measurement Instrumentation: The instruments that will be used for the noise measurements include the following:

1. Integrating Sound Level Meters – Larson Davis models 820, 812, and 870 (ANSI Type 1) Sound Level Meters.
2. Microphone System – LD 820 System – Larson Davis model PRM 828 microphone preamps; Larson Davis model 2560, ½-inch pressure microphone. LD 870 System - Larson Davis model 900B microphone preamps; Larson Davis model 2559, ½-inch pressure microphone.
3. Acoustic Field Calibrator – Larson Davis model CA250 constant pressure microphone calibrator.
4. Microphone cables; 4-inch diameter windscreens; and microphone tripods.
5. Wind Monitor/Temperature and Humidity Gauge – Kestrel 3000 Pocket Weather Meter.

Measurement Procedures: Noise measurements will be conducted in conformance with Caltrans Technical Noise Supplement (TeNS). The measurement systems will be field calibrated before and after each use. A calibration check will be conducted after the completion of the measurements to verify that the instruments are operating within the normal operating parameters. A-weighted and slow detector response will be used for each measurement. The systems will be configured to store noise level data on an interval basis (hourly intervals for long-term sites, and 20-minute intervals for short-term sites). The data will include the average, minimum, maximum, and selected exceedence levels for each interval period (Leq, LMIN, LMAX, L10, L50, and L90).

Train pass-by noise levels will be recorded as LMAX and Sound Exposure Levels (SEL). Sound level meters will be setup to develop the histogram of the train pass-by noise which will allow distinguishing noise from cars and locomotives.

Each microphone shall be positioned at least 3 meters (10 feet) from any wall or building to prevent reflections or unrepresentative shielding of the traffic noise. A measurement site will not be used if there is a possibility of any unusual noise such as dogs, pool pumps, or children that would affect the measurement. The microphone will be installed 1.5 meters (5 feet) above ground with the manufacturer's recommended windscreen. Some measurement sites might require that the microphones be placed on top of property walls. Site geometries, such as distances, elevations, and the locations of walls and buildings will be noted. Photographs will be taken at each of the monitoring sites.

Highway Traffic and Train Noise Prediction Models: The Traffic Noise Model (TNM) will be used to analyze noise impacts at the adjacent areas of the no-build and build alternatives of I-10 and noise abatement measures will be recommended for the noise sensitive outdoor frequent use areas. Predicted noise impacts for the future build alternative will evaluate whether 1) there is a substantial noise increase (when the predicted noise levels with the project exceed existing noise levels by 12 dB) and/or; 2) the future traffic noise levels with the project approach or exceed the noise abatement criteria (NAC). Noise Barrier heights ranging from 2.4 to 4.9 meters (8 to 16 feet) will be used to determine the height that meets the NAC. Reasonableness analysis will also be conducted for all the feasible noise barriers.

Train noise will also be calculated and added to the future I-10 traffic noise levels for the receptors located south of I-10. Train noise levels will be calculated using Federal Transit Administration (FTA) procedures.

Model Calibration: Since there will only be lane additions to the I-10 without any major changes to the existing alignment, it is appropriate to calibrate the traffic noise computer model using the measured field data. Noise measurements for the calibration will be conducted at 15 of the measurement sites with simultaneous traffic counts using a video camera recorder and a radar gun for traffic speed measurements. If it is not practical to use the radar gun, speed will be determined by driving on the freeway. The video recordings of freeway traffic will be reviewed and tabulated according to three vehicle types, including automobiles, medium trucks (2-axle with 6-wheels but not including dually pick-up trucks), and heavy trucks (3 or more axle vehicles). The field observations and measured data will be used to calibrate the accuracy of the future traffic noise model. Differences of +2 dB or more will be added to the future model.

Anticipated Noise Abatement Measures: A noise barrier analysis will be conducted using TNM, with the goal of achievement of the 5 dB minimum noise reduction in mind. Possible barriers may be located at the freeway shoulder, right of way line, or on private property depending on the achievable noise reduction performance at each location, topography of the area, and the desirability for other considerations, such as future freeway expansion and maintenance. The reasonable cost allowance of the noise barriers that are feasible will be

determined. Construction dates of houses will also be considered in determining the reasonableness of the noise barriers.

If proposed noise barriers are located within the State Right-of-Way, they will not provide noise abatement for the train noise for the residences located south of I-10. If an agreement can be reached by the train operators, noise barriers could be located south of the track to provide noise abatement to both traffic and train noise. Feasibility of noise abatement measures will be determined based on the combined noise levels of I-10 traffic and train traffic.

Noise Study Report: Draft and Final Noise Study Reports will be prepared to discuss the findings of the field investigations, noise modeling, and barrier analysis as per the format outlined in Section N-7100 of the TeNS manual. The report will provide tables, figures, and graphs showing the results of the study. All measured and modeled receivers will be clearly shown and identified in the survey topographic maps on design plan sheets and aerial photographic maps.

Recommended barrier locations will be shown on a topographical map. Top-of-wall elevations at different locations, as well as the beginning and end station numbers, will be provided for each barrier. The corresponding number of residential units that would achieve a 5 dB or greater noise reduction will be determined, calculated, and shown for each increment in wall height. The survey topographic maps and aerial photographs that present the location of the noise barriers will be clear, concise, and of professional quality. Topographic survey maps and aerial photographs that represent the neighborhoods and location of the proposed noise barriers will be at the scale of 1:2000. PTG shall submit ten (10) copies each of the Draft and Final Noise Study Report for the project.

#### **Task 3.2.4 – Biological Resources and Wetlands**

A biologist from Michael Brandman Associates (MBA) will conduct a habitat assessment of the entire project site to characterize the habitats, to determine the quality of sensitive habitats occurring throughout the site and/or to confirm the existing conditions following a literature review of all applicable reports/studies conducted for this project and/or general vicinity. Information gathered during this assessment will be used for preparing the Natural Environmental Study (NES), for determining if additional surveys are needed, and for preparation of a Biological Assessment (BA) under Section 7 of the federal Endangered Species Act (ESA) as an optional task, if required.

Habitat Assessment for Delhi Sands Flower Loving Fly (DSF): Portions of the project site will also be walked by an MBA biologist and rated for its potential to support DSF. These areas will be rated based on a scale of 1 to 5, with 5 being the best quality and most suitable habitat in the biologist's judgment, as follows:

1. Soils dominated by heavy deposits of alluvial material including coarse sands and gravels with little or no Delhi Sands and evidence of soil compaction. *Unsuitable*;

2. Delhi Sands are present but the soil characteristics include a predominance of alluvial materials (Tujunga Soils). *Very Low Quality*;
3. Although not clean, sufficient Delhi Sands are present to prevent soil compaction. Some sandy soils exposed on the surface due to fossorial animal activity. *Low Quality*;
4. Abundant clean Delhi Sands with little or no alluvial material or Tujunga soils present. Moderate abundance of exposed sands on the soil surface. Low vegetative cover. Evidence of moderate degree of fossorial animal activity by vertebrates and invertebrates. *Moderate Quality*; and
5. Sand dune habitat with clean Delhi Sands. High abundance of exposed sands on the soil surface. Low vegetative cover. Evidence (soil surface often gives under foot) of high degree of fossorial animal activity by vertebrates and invertebrates. *High Quality*.

MBA will include this information in the NES report, including the potential for the site to support DSF and a recommended strategy for gaining regulatory clearance under the ESA for developing the site. MBA will coordinate a site visit/field meeting with the USFWS to get tentative review approval of the proposed regulatory strategy.

Jurisdictional Wetlands Delineation and Report: A jurisdictional delineation will be performed to quantify the existing wetlands and riparian areas present within the drainage systems crossing the I-10 Freeway. The jurisdiction of the U.S. Army Corps of Engineers (USACE) and the CDFG will be identified and delineated based on a two-phased approach. Phase 1 will identify potential jurisdictional areas within the project's stream system utilizing a recent aerial photograph and results from the habitat assessment conducted in Task 1. Phase 2 consists of a formal jurisdictional delineation of target crossings as identified in Phase 1. The USACE jurisdiction will be determined in the field using the presence of an ordinary high-water mark and the methodology in the USACE 1987 wetland delineation manual. This methodology requires that a jurisdictional wetland must contain hydrophytic vegetation, hydric soils, and appropriate hydrology. CDFG jurisdiction will be determined by the presence of hydrophytic vegetation, the location of a definable bed and bank, and the presence of associated wildlife or fish resources. The boundaries of these jurisdictions will be mapped on maps of an appropriate scale. Civil surveys of any delineated areas are not covered in this scope of work.

A stand-alone jurisdictional delineation report will be prepared describing baseline conditions and analysis of potential project impacts on each jurisdictional feature. The report will include methods, results, and a graphic depicting the approximate size and location of any jurisdictional areas. The report will be consistent with the requirements of USACE and CDFG. Copies of field data sheets will be included. The report will describe delineation methodology, jurisdictional areas of the site, and impacts from site development. The report will

provide the necessary documentation for developing and processing subsequent Section 401 and 404 permits, and a Section 1600 Streambed Alteration Agreement. The report will provide information on probable 404-permit type (Nationwide vs. Individual Permit) and timeframes for acquiring permits. A draft jurisdictional delineation report will be submitted to SANBAG. Based on one set of review comments, a final report will be prepared.

**NES Report:** The NES report will be prepared as acceptable by Caltrans and the Federal Highway Administration (FHWA) and as outlined in a current "Guidance for Consultants" in *Procedures for Completing the Natural Environmental Study and Related Biological Reports*. All studies and reports will be in accordance with the requirements shown at the Caltrans web site. Additionally, the NES, wetland delineation, and habitat assessment will contain the study and evaluation elements shown in SANBAG's Request for Proposal (RFP) insofar as they may exceed requirements listed at the Caltrans web site.

The reports will be considered complete after approval from Caltrans and FHWA.

#### **Task 3.2.4(a) – Optional/Out of Scope Tasks: Biological Resources**

The following services under Task 3.2.4 (a) are optional tasks that are anticipated to be required during future project phases in support of the biological resources evaluation and regulatory permitting. These services will be performed by MBA for an additional (out of scope) fee which will be provided to SANBAG for approval, if requested.

##### (Optional Task) Presence/Absence Surveys and Documentation of Results for the Federally Endangered San Bernardino Merriam's Kangaroo Rat (*Dipodomys merriami parvus*)

Permitted MBA biologists will perform U.S. Fish and Wildlife Service (USFWS) protocol surveys, if required, to determine presence/absence of the federally endangered San Bernardino kangaroo rat (SBKR) along any portion of the route with suitable SBKR habitat. MBA will survey the entire area and map suitable SBKR habitat. Those locations that could support SBKR will be trapped. All trapping efforts will follow USFWS protocol and will be conducted by USFWS certified SBKR biologists. In accordance with USFWS survey protocol, each trapping effort will be conducted for 5 consecutive evenings. Traps will be checked and animals released at 12:00 midnight and dawn to reduce impacts.

As a requirement of the permit to trap for the SBKR, permitted biologists must notify the USFWS within 10 working days prior to the anticipated start date of survey work. The survey should not be undertaken until written approval from USFWS has been obtained. This notification should include precise mapping of the subject property clearly delineated on a 7.5-minute U.S. Geological Survey (USGS) topographic map marked with the project name, type of project by category (urban development, mitigation bank, or specify any other descriptive category), and the estimated area acreage.



As a requirement of the USFWS permit to survey for the SBKR, a report of findings must be submitted to the USFWS within 30 days of completion of protocol surveys. As required, the report will include:

- Site location plotted on USGS 7.5-minute topographic quadrangle map;
- Qualitative description of site habitat, including plant composition;
- List of invertebrates;
- Observation and notation of reptiles, birds, and mammals detected, as well as any signs of disturbance;
- Site plant community map;
- Characterization of land uses surrounding the site;
- Mapping of precise locations where any SBKR are detected;
- Full account of numbers and behavior of any SBKR detected; and
- Completed field forms utilized by the Natural Diversity Data Base of the California Department of Fish and Game (CDFG).

(Optional Task) Prepare a BA under Section 7 of the Endangered Species Act

Since endangered species (SBKR and DSF) are in the vicinity of I-10 and federal dollars are involved, a Section 7 Consultation in compliance with the Endangered Species Act could be conducted, if necessary. All attempts will be made to keep discussions (and decisions), if required, with the Service at the informal level. This optional task covers a full formal Section 7 Consultation with USFWS if it is ultimately required. MBA biologists recommend meeting with USFWS on the project site to discuss the project impacts and proposed mitigation measures. This meeting will also provide a forum for informal discussions with USFWS and will set the foundation for the final mitigation strategy to be developed in the BA.

MBA will produce a BA according to the USFWS handbook for preparing Section 7 Consultations under the federal ESA. The BA will use the data from the biological surveys conducted for this project as well as the information gathered as part of the jurisdictional wetland delineation report. The report will focus on the known presence of SBKR, predictable impacts from the project, and mitigation measures to mitigate for the project's possible impact on SBKR, DSF and/or their habitats. An internal review draft BA will be submitted to SANBAG, Caltrans, and FHWA. Based on one set of comments, a final draft will be prepared for forwarding to USFWS through the FHWA.

The Project Manager will provide technical and processing support and attend meeting(s) with SANBAG, Caltrans, and/or FHWA, and USFWS for processing the Section 7 Consultation. MBA assumes that this optional task would provide for up to 6 (six) meetings at 4 hours per meeting for preparation and attendance plus up to 40 additional hours for technical support and processing time.

### **Task 3.2.5 – Cultural and Paleontological Resources**

Archaeological and historic property surveys of the project's direct and indirect Area of Potential Effects (APE) shall be completed. In compliance with Caltrans, FHWA, and State Historic Preservation Officer (SHPO) requirements, a Historic Resources Evaluation Report (HRER) and Archaeological Survey Report (ASR) shall be prepared along with the umbrella document, the Historic Property Survey Report (HPSR). All documents shall be prepared in conformance with Section 106 of the National Historic Preservation Act (as amended), Appendix K of CEQA Guidelines, and Volume 2 of the Caltrans Standard Environmental Reference (SER). This task also includes identification of documented paleontological resources in the project area.

Records and Literature Search: Applied Earthworks (Æ) will complete a cultural resources literature and records search at the San Bernardino Archaeological Information Center, housed at the San Bernardino County Museum. Other archival sources consulted will include pertinent historical USGS topographic maps.

Area of Potential Effects (APE) Map: Once preliminary project plans and/or specific alternatives have been identified, an Area of Potential Effects (APE) map will be prepared for review and approval by Caltrans District 8 staff. The APE Map shall be prepared in accordance with the latest edition of Caltrans SER and approval will be obtained from the Caltrans District Heritage Preservation Coordinator and the FHWA area engineer. The resulting project APE will include all right-of-way acquisitions, proposed access roads and routes, detour areas, temporary work areas, staging and stocking areas beyond the existing paved highway. It will include both direct (areas of project-related ground disturbance subject to walk-over by project archaeologist) and indirect effects (e.g. noise and visual impacts, also called architectural APE) as directed in the latest edition of the SER. The APE will be defined and depicted on graphic, black and white plans, likely on the latest engineering plans available at the time on suitably scaled engineering base plans showing parcel boundaries.

PTG performed a preliminary search to approximate the number of parcels within 500 feet of the I-10 project area. More than 2,500 parcels were identified along the project alignment, consisting of the following: 35 parcels in Ontario, 452 parcels in Fontana, 197 parcels in Bloomington, 36 parcels in Rialto, 329 parcels in Colton, 260 parcels in San Bernardino, 138 parcels in Loma Linda, and 714 parcels in Redlands. The remainder of the parcels are located either in unincorporated San Bernardino County and/or are vacant, according to the latest County Tax Assessor information available. The project APE is expected to contain fewer than 2,500 parcels, but may include as many as an estimated 1,500 parcels; in part because of the likelihood for introduction of indirect effects. Much of the study area contains industrial uses and tract homes, many of which may meet the criteria for Section 106 Programmatic Agreement, Attachment 4.

Unless direct or indirect effects are expected to result from the project, such parcels that fall under this category will not be contained in the APE boundaries.

PTG shall submit ten (10) copies each of the Draft and Final APE Map for up to two (2) rounds or iterations of internal review/revisions. This workplan and cost estimate assumes that up to 25 sheets (excluding title and section sheets) would be required to document the APE, and up to two (2) complete iterations of comments and re-submittals to Caltrans. An iteration is defined as: submit draft product; discuss and or receive comments (if any) from Caltrans; revise and resubmit.

Historic Properties Evaluation: In light of the large study area for the built environment, this scope of work is limited to evaluation of up to 150 parcels which contain buildings, structures or objects constructed before 1962 (45 years of age in 2007). The cut-off date for California Register of Historical Resources potential eligibility will be set at 45 years of age. The 150 parcel count includes contributors to previously unidentified historic districts. In the event that a large (more than 150-parcel), previously unidentified historic district is identified, a contract amendment may be necessary. This scope of work includes identification of no more than one (1) previously identified historic district. The number of parcels containing built structures constructed after 1961 (subject to Section 106 Programmatic Agreement, Attachment 4) is assumed to be no more than 1,500 parcels, and preparation of no more than 150 California Department of Parks and Recreation series 523 forms (DPR forms) for properties constructed before 1961 is assumed. Linear structures, including irrigation canals, may be within the project APE boundaries. Because of the complexity of evaluating such resources, no more than four (4) such linear resources are included in this scope of work, and are assumed to be included in the estimated total of 150 total DPR forms.

Preparation of a Bridge Report should be necessary only if there is reason to believe that a non-standard bridge in the identified APE has acquired historic significance since it was last evaluated for historic significance (generally 1986). Standard highway-bridge types that have achieved the 45-year age criterion are not generally required to be re-evaluated and are not included in this scope (see also reference to Section 106 exemption for interstate facilities). No more than five (5) bridges shall be evaluated for historic significance, if necessary, in this scope of work. The evaluation of additional bridges may be included as a separate task, if necessary. The Interstate facility and its components, such as bridges, are expected to be excluded from review under the Section 106 exemption under the NHPA (2005).

If historically significant structures are identified within the APE, the Preparation of Findings of Effect, development of an Agreement Document identifying alternatives to avoid or minimize harm, and mitigation measures, if necessary, would be additional tasks not included in this scope of work.

Pedestrian Survey – Archaeological Resources: A pedestrian survey to identify potential archaeological resources of the APE will be completed by a three-person crew and survey-transect spacing will range from 5 to 10 m (17 to 30 ft). Up to twelve potential temporary Construction Staging Areas (CSA's) will be subjected to a pedestrian survey. It is also assumed that in the areas where additional Right-of-Way (ROW) is needed, this ROW would generally extend no more than 10 feet beyond the existing ROW; these areas would only be spot-checked for archaeological resources.

It is assumed that no more than two historical and two prehistoric archaeological sites (for a total of four sites) will be encountered during the pedestrian survey. The historical sites would likely be historical refuse dumping points, while the prehistoric sites may include sparse lithic scatters. It should be noted that if the pedestrian survey of the Project APE results in the identification of more than four archaeological resources, project costs would be increased accordingly based on the number and complexity of these resources. Accordingly, if fewer than four archaeological resources are identified and documented, project costs would be reduced.

On the basis of surface inspection, cultural resources identified will be assessed using "significance" criteria as set forth in the 36 CFR 800. The objective of this task is to provide sufficient data to characterize the current status of the identified resources, to formally document known site boundaries in relation to the Project's APE, to provide a preliminary evaluation of the site's significance and research data potential, and to offer further archaeological management recommendations.

Native American Consultation: In accordance with Section 106 of the National Historic Preservation Act and in coordination with Caltrans District Native American Coordinator, A/E will initiate Native American consultation with the Native American Heritage Commission (NAHC) and request a review of their sacred land files for identification of any traditional cultural properties within the project area and to identify any tribal representative(s) and/or individual(s) that may have knowledge of sacred sites or concerns over the project. A/E will also consult with Native American individuals and organizations listed by the NAHC that may have an interest in the Project. Consultation will be initiated by letter, and followed by telephone contact.

HPSR/ASR/HRER Report and Section 4(f) Investigation: At the conclusion of the literature and records search, archival research, archaeological and historic property surveys, and Native American consultations, the PTG Team will prepare a Historic Properties Survey Report, an Historic Resources Evaluation Report and Archaeological Survey Report (HPSR/ASR/HRER) in accordance with Section 106 of the National historic Preservation Act, CEQA Guidelines, as well as the standards outlined in the SER, Volume 2, Cultural Resources. As part of

these investigations, the PTG Team will also identify any potential National Register eligible Section 4(f) properties. These documents will be submitted to Caltrans District 8 and SANBAG for review/comment, and subsequent approval by SANBAG, Caltrans, and FHWA, as well as the State Historic Preservation Officer (SHPO). The HPSR/ASR/HRER report shall be prepared and submitted for up to two iterations of internal review/revisions by agency staff.

Paleontological Records Search: AË will request a paleontological literature search at the San Bernardino County Museum Division of Geological Science to address the presence or absence of known paleontological resources within or immediately adjacent to the Project APE. Based on recent conversations with Kurt Heidleberg (10/16/06), Caltrans District 8 Associate Environmental Planner, a formal Paleontological Identification Report (PIR) *will not* be required for this Project. A letter report prepared by the San Bernardino County Museum Division of Geological Science will be sufficient for this Project.

PTG shall submit ten (10) copies each of the draft and final APE map, ASR, HRER, HPSR and Paleontological Report for the project.

#### **Task 3.2.6 – Floodplain Evaluation Report**

PTG shall prepare a Floodplain Evaluation Report in accordance with Executive Order 11988, FHWA's Federal Aid Guide Part 650 Subpart A, and Caltrans' Floodplain Encroachment Evaluation Guidelines, by reviewing the most recent Federal Insurance Rate Maps of the Project area and identifying the limits of the base (100-year) floodplain and regulatory floodway. A Flood Risk Assessment shall be conducted and included in the Floodplain Evaluation. PTG shall submit ten (10) copies each of the Draft and Final Floodplain Evaluation Report.

#### **Task 3.2.7 - Hydrology, Water Quality, Storm water Runoff**

PTG shall prepare a water quality, hydrology, and storm water runoff analysis by reviewing and documenting existing available records to describe ambient conditions in nearby water channels, natural or manmade. Water quality data for both surface and groundwater shall be used from published reports. Rough hydrologic calculations (suitable for determination of estimated storm water runoff volumes) will be performed based upon topography and preliminary engineering plans. The impacts of the project shall be evaluated and potential mitigation measures to alleviate both short-term (during construction) and long-term impacts shall be identified. Information shall be included in a stand-alone technical report and the ED.

PTG's work will begin with an assessment of the project description relative to project features that may be required by various water quality programs by San Bernardino County, or by Caltrans policy or standards. Urban runoff quality Best Management Practices (BMPs) that must be incorporated into the project design as a matter of compliance with existing regulatory programs will be verified as

being included in the project description or will be identified as features that must be included prior to assessing potential impacts.

Concurrent with our assessment of the project, PTG will begin with preparation of a general description of the affected watersheds. Topics that will be addressed in the general description of the watershed will include local climate, topography, land use and hydrology/drainage characteristics. PTG will collect and summarize existing publicly available water quality data from the County of San Bernardino and San Bernardino Regional Water Quality Control Board (RWQCB). PTG will summarize the applicable water quality standards, which are a combination of the designated beneficial uses and the water quality objectives, the existing and pending Total Maximum Daily Loads (TMDLs) for the Santa Ana River as set forth by the RWQCB, and other pertinent water quality regulations such as the California Toxics Rule. PTG will also describe the local, statewide and Caltrans storm water regulatory programs in place to manage the quality of storm water and urban runoff discharges to the affected rivers and channels. PTG will identify the potential sources of urban runoff pollutants from the existing roadway.

PTG will then assess potential short-term impacts to receiving water quality that could occur during construction. The assessment of potential short-term impacts will be qualitative and will include a discussion of the potential for sediment and other substances associated with building materials and construction activities to enter the waterways during the construction phase, if uncontrolled by Best Management Practices (BMPs). PTG will identify the potential for the project to impact water quality standards, TMDLs, and criteria associated with other water quality regulations.

PTG will also assess potential long-term impacts to the waterways from operation of the highway once it has been widened. The expanded highway will accommodate increased vehicle traffic. Therefore, the potential for an increased pollutant load to the waterways will be assessed in light of the BMPs that are part of the project design. Using projected traffic data and existing publicly available estimates of vehicle pollutants in storm water runoff from similar projects, PTG will qualitatively identify the potential long-term project impacts to water quality.

The technical report and section in the ED will describe the regulatory compliance requirements that must be met including compliance with:

- California General Construction Activities Storm Water Permit;
- Section 404 of the Clean Water Act under U.S. Army Corps of Engineers (Corps) jurisdiction;
- Section 401 of the Clean Water Act (Water Quality Certification) through the San Bernardino RWQCB;
- TMDLs (existing and under development); and
- San Bernardino County area wide municipal separate storm sewer system (MS4) National Pollutant Discharge Elimination System (NPDES) permit.

As necessary, mitigation measures will be identified to help reduce any potential significant impacts to a level of insignificance. The alternative mitigation measures will be identified, but detailed design or specifications for mitigation measures are not part of this scope of work. Similarly, this scope of work does not include preparation of various environmental permits that may be required for the project. If desired by SANBAG, we can provide these services as an addition to our scope and cost estimate, at a later phase in the project development process.

#### **Task 3.2.8 - Geology/Soils/Seismicity**

Investigation and recommendations regarding geologic and seismic conditions, including fault rupture investigation and other geologic hazards, will be performed by PTG under Task 2.6 of this scope of services. The findings and recommendations from these studies will be summarized in a section of the ED.

#### **Task 3.2.9 – Visual Impact Assessment Report**

In accordance with FHWA and the U.S. Department of the Interior guidelines, this analysis shall be prepared by a licensed Landscape Architect. Various key viewpoints (visual quality "sensitive receptors") shall be identified for the Project. Visual quality of proposed conditions shall be evaluated of and from the key viewpoints. Mitigation measures, such as finish treatment of structures and plantings, shall be recommended. Computer-generated visual simulations at the key viewpoints of both proposed and mitigated visual conditions shall be prepared as required. Up to five (5) visual simulations are included in this scope of work and associated cost estimate. PTG shall submit ten (10) copies each of the Draft and Final Visual Impact Assessment Report for the project.

#### **Task 3.2.10 – Traffic/Circulation Analysis**

PTG shall summarize the findings of the traffic modeling and operational analysis report (performed under Task 2 of this scope of work) into the ED. The section will identify all CEQA and NEPA impact evaluation categories for traffic and circulation and summarize related potential project impacts/effects and mitigation measures. Traffic demand and operational information will also be applied into the purpose and need and logical terminus evaluation sections.

#### **Task 3.2.11 – Land Use Analysis**

Existing planning documents for the Cities of Ontario, Fontana, Rialto, Colton, San Bernardino, Loma Linda, Redlands, and the County of San Bernardino, including general plans, land use elements, circulation elements, and zoning maps, will be reviewed as they pertain to the study area. A land use inventory will be compiled and mapped. Beneficial and adverse impacts of the project and mitigation measures shall be identified. Information shall be included in the ED.

**Task 3.2.12 – Energy Analysis**

Direct and indirect energy consumption shall be estimated for each alternative using factors provided in Caltrans Translab's Energy and Transportation Systems. Baseline and future year (with project) traffic shall be used in the estimation of direct energy consumption. Information shall be included in the ED.

**Task 3.2.13 – Housing and Businesses/Community Impacts/Public Services**

Documentation and surveys of residential housing and other buildings/businesses along the project alignment, including ownership information, will be collected as part of the Right-of-Way Delineation and Data Sheets work performed under Task 2 of this scope of services.

An analysis of potential impacts to residential housing and businesses will be conducted. The potential impacts associated with relocation of housing or businesses, if any, will be evaluated. Potential effects upon businesses, residences, and any neighborhoods within the project area will be described. PTG will identify potential impacts from construction easements, utility relocations, and anticipated partial or full takes of right-of-way.

A community impact analysis will be prepared, based upon U.S. Census data and/or other available demographic data. The residential characteristics to be addressed include: overcrowded units, vacancy rates, condition of the housing stock, housing costs, housing stock projections, and housing policies and programs. The business characteristics include the type of urban development in the vicinity of the proposed alignment. The existing social environment (i.e., U.S. Census demographic and community/neighborhood characteristics) will be described. An environmental justice analysis will also be conducted. A discussion of the existing economic environment (i.e., 2000 U.S. Census local and regional employment characteristics) will be included. City staff will be interviewed to obtain current City revenues, if available.

PTG's analysis will describe the housing, commercial, and demographic characteristics of the project area, emphasizing community facilities and public services that could be impacted by the project. PTG will review maps in order to determine the location of public services (police, stations, fire stations, etc.) and other public facilities (i.e., libraries, schools, etc.) that might be affected by right-of-way requirements, noise, construction activities, traffic circulation, and roadway closures. Surveys of public services will be conducted to determine potential temporary impacts during project construction.

**Task 3.2.14 – Utilities**

PTG will review maps and preliminary design plans in order to determine the location of public utilities that might be affected by right-of-way requirements and construction activities. The results of our review will be summarized in the ED.



#### **Task 3.2.15 - Section 4(f) Resources**

Section 4(f) resources in the project vicinity will be identified as part of Task 3.2.5 (Cultural and Paleontological Resources) and Land Use (Task 3.2.11). A Section 4(f) Study is required when a transportation project with Federal involvement requires the use of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, State, or local significance, or land of an historic site of national, State, or local significance. At this time, PTG assumes that Section 4(f) resources do not lie within the project impact area and therefore a formal Section 4(f) Study will not be required for the project.

If it is determined that the project may result in effects to any of the above-listed resources, PTG will submit a revised scope of work and cost estimate to SANBAG for this additional work. Early coordination and consultation would occur with all agencies (e.g., city parks departments, Caltrans, FHWA, SHPO) having jurisdiction over the affected property. A Section 4(f) Study report would be circulated in draft form to all agencies involved for review.

#### **Task 3.2.16 – Growth Inducement and Cumulative Impacts**

Data collected for other analyses shall be used to identify if the proposed transportation improvements would potentially induce population and development growth beyond that envisioned in local planning and zoning documents, and whether cumulative impacts would occur. Analysis shall investigate whether the level of growth is consistent with local planning documents for the area and regional transportation plans. Construction-related activities such as road closures may need to be coordinated to avoid unexpected traffic congestion or conflicting detour plans (cumulative impacts). Mitigation measures shall be recommended to minimize impacts commensurate with the project's contribution to the impact. Information shall be included in the ED.

#### **Task 3.2.17 – Administrative Draft Environmental Document**

An Environmental Document shall be prepared in accordance with the Caltrans SER, FHWA Technical Advisory T6640.8A, and 23 CFR 771. Concurrent with the technical analyses described above in Task 3.2, PTG shall prepare an Administrative Draft Environmental Document incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative effects of the project, mitigation measures, and a list of potential permits required. PTG shall submit ten (10) copies of the Administrative Draft Environmental Document.

#### **Task 3.2.18 – Draft Environmental Document**

Following review by SANBAG and Caltrans, the Administrative Draft Environmental Document shall be revised to incorporate SANBAG and Caltrans review comments. The Revised Draft Environmental Document (IS/EA) shall be submitted to SANBAG, Caltrans, and FHWA for review and approval to circulate. The Draft IS/EA shall contain the unsigned proposed MND/FONSI. PTG shall submit the original and twenty (20) copies of the Draft ED for the project.

After completion of the Draft IS/EA, but prior to proceeding with any further work, PTG shall provide SANBAG with a Technical Memorandum describing which final environmental documents will be required to complete the process. After review of the Technical Memorandum, SANBAG will provide specific direction to PTG for proceeding with the work to completion.

It is anticipated that the final environmental documents will be a MND/FONSI. If however, during the initial environmental document preparation, it is determined that an EIR/EIS is needed, then PTG will revise the original Work Plan and cost estimate to incorporate changes to reflect the appropriate level of NEPA and CEQA review. The revised Work Plan and cost estimate shall be provided to SANBAG for review and approval.

**Deliverables:**

- Studies necessary to support the preparation of the NEPA/CEQA environmental document
- Minimum of Ten (10) copies each stand-alone technical report
- Minimum of Ten (10) copies of the Administrative Draft Environmental Document
- Minimum of Twenty (20) copies of the Draft Environmental Document
- Technical Memorandum Updating Status of Environmental Work

***Task 3.3 Final Environmental Document***

The scope of work for this Task includes, but is not limited to, the following:

**Task 3.3.1 – Circulation and Public Hearing**

When approval to circulate has been obtained from Caltrans and FHWA and confirmed by the signed title sheet, PTG shall circulate the Draft IS/EA with an unsigned MND/FONSI in accordance with the requirements of the Caltrans' SER. Before the Draft IS/EA is circulated, the Draft PR must be approved to ensure that the project concept in the Draft IS/EA is consistent with the Draft PR. The Draft IS/EA shall be circulated to responsible agencies, trustee agencies, state, federal, and local agencies that have jurisdiction by law, bordering cities and counties, and other applicable groups or persons as suggested in Caltrans' SER. The cost of copies and postage shall be borne by PTG.

In addition, a minimum of fifteen (15) copies of the Draft IS/EA shall be submitted to the State Clearinghouse, together with one copy of the Notice of Completion, for review and comments.

Following approval of the Draft IS/EA, a Notice of Availability (NOA), Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), and a Notice of Public

Hearing (NOPH) shall be prepared for publication. The notices shall be placed at least once in newspapers of general circulation (as directed by SANBAG and Caltrans), posted on and off site, and mailed directly to owners and occupants of contiguous properties. PTG and Arellano & Associates shall assist SANBAG/Caltrans in conducting a formal Public Hearing. A Record of Public Hearing shall be prepared and submitted to SANBAG and Caltrans. The public hearing shall conform to the requirements of Caltrans' *Project Development Procedures Manual, Chapter 11, Article 7*. PTG shall provide the original and ten (10) copies of the NOA, NOI, and NOPH and ten (10) copies of the Record of Public Meeting.

#### **Task 3.3.2 – Prepare Responses to Comments**

PTG shall address comments received from agencies and the public during the circulation period and the public hearing and develop a log of the comments and responses to them. The responses shall be submitted to SANBAG and Caltrans for review. PTG shall submit ten (10) copies of an Administrative Final IS/EA.

#### **Task 3.3.3 – Final Environmental Document (MND/FONSI)**

Following this review, the Final IS/EA shall be prepared and submitted for approval. The proposed MND shall be signed and incorporated into the Final IS/EA. The Final IS/EA shall also become part of the PR. The Final IS/EA shall be submitted to SANBAG, Caltrans, and FHWA for approval and signature along with the FHWA *Checklist for Final Documents*, and a request to issue a FONSI. Following FHWA review, any comments shall be addressed and the Final IS/EA shall be re-submitted to FHWA. After FHWA approval of the document for public circulation, FHWA will prepare and attach the FONSI to the Final IS/EA. The FONSI shall be added to the Final IS/EA and PTG shall coordinate a 30-day public review period for the EA. PTG shall submit the original and fifty (50) copies of the Final IS/EA and MND/FONSI at the conclusion of the public review period.

#### **Task 3.3.4 – Notice of Determination & Notice of Availability**

Filing of the Notice of Determination (NOD) completes the CEQA ED. A Draft NOD shall be prepared and submitted to SANBAG and Caltrans for review and comment. Following this review a final NOD shall be prepared and submitted to SANBAG and Caltrans. PTG shall submit ten (10) copies each of the Draft and Final NOD. PTG shall also send a copy of the Notice of Determination and a copy of the Notice of Availability - FONSI (NOAFONSI) to the State Clearinghouse along with proof of payment of an environmental filing fee and/or a De Minimis Impact Finding to the State Department of Fish and Game.

#### **Task 3.3.5 – Mitigation, Monitoring, and Reporting Plan (Environmental Commitment Record [ECR])**

PTG shall develop an ECR to be included with the Final IS/EA submittal. The plan will identify mitigation measures necessary to minimize or reduce potential significant environmental impacts to a less-than significant level. The ECR shall identify all design, construction and post-regulatory mitigation requirements, the

responsible party, timing, and verification. Monitoring may include the submittal of monitoring sheets/reports to the SANBAG, Caltrans, and other agencies.

PTG shall coordinate the ECR preparation with SANBAG, Caltrans and regulatory/approving agencies as appropriate. PTG shall provide the original and ten (10) copies of the Draft and Final ECR.

**Deliverables:**

- Minimum of Ten (10) copies of the Administrative Draft IS/EA
- Minimum of Fifty (50) copies of the Draft IS/EA for circulation
- Original and minimum of Ten (10) copies of the NOA, NOI, and NOPH
- Minimum of Ten (10) copies of the Record of Public Meeting
- Responses to Comments
- Minimum of Ten (10) copies of the Administrative Final IS/EA
- Minimum of Fifty (50) copies of the Final IS/EA and MND/FONSI
- Filing of the Notice of Determination
- Minimum of Ten (10) copies each of the Draft & Final NOD
- Original and a minimum of Ten (10) copies of the ECR

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** June 14, 2007

**Subject:** Approve Contract No. C08011 with HDR for Colton Crossing BNSF/UPRR Railroad Grade Separation Project Development Consultant Services

**Recommendation:\*** Approve Contract No. C08011 with HDR for Project Development Consultant Services for the Colton Crossing BNSF/UPRR railroad grade separation project in an amount not to exceed \$3,689,000 as described in the financial impact section below. TN 87908000

**Background:** **This is a new consultant services contract.** In November 2006 the Board authorized the release of a Request for Qualifications 07-102 (RFQ) to Engineering/Environmental Consultants for project development activities for the Colton Crossing BNSF/UPRR railroad grade separation project. The scope of these activities includes preliminary engineering approved by the two freight railroads BNSF and UPRR and an environmental document to support both California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) clearance. SANBAG received five Statements of Qualification (SOQ) in response to the RFQ. The teams that submitted SOQs included:

- DMJM+Harris/Jones and Stokes
- HDR/LSA
- LAN Engineering/LSA
- Parsons Brinkerhoff Quade & Douglas (PBQ&D)/LSA
- The Wilson Company/URS Corporation

\*

*Approved*  
*Major Projects Committee*

*Date:* June 14, 2007

*Moved:* *Second:*

*In Favor:* *Opposed:* *Abstained:*

*Witnessed:* \_\_\_\_\_

Utilizing a derivation of the SANBAG consultant selection process a committee consisting of one representative from the City of Colton, one representative from the Southern California Regional Rail Authority (Metrolink), one representative from the Riverside County Transportation Commission, one representative from Caltrans Division of Rail, one representative from the BNSF Railroad, one representative from the UP Railroad, and two SANBAG staff reviewed and rated all five SOQs. Each Statement of Qualification (SOQ) was rated in five categories, firm qualifications, personnel qualifications, staffing capability, project understanding, and quality assurance/quality control (QA/QC) approach. Four of the five teams submitted SOQs that conveyed a strong knowledge and understanding of the project and substantial experience for the principal discipline lead staff. The four short-listed teams included:

- DMJM+Harris/Jones & Stokes
- HDR/LSA
- LAN Engineering/LSA
- The Wilson Company/URS Corporation

Interviews were conducted on March 1, 2007 with a selection panel that consisted of same representatives that reviewed the written SOQs. Again, firms were rated based on firm qualifications, personnel qualifications (with particular attention to relevant projects), staffing capability (depth and availability), project understanding, and QA/QC. While all four teams exhibited a variety of strengths in their presentation and responses during the question and answer period, two teams conveyed a significantly greater project understanding and working relationship with the two freight railroads; the two teams being the DMJM Team and the HDR Team. The HDR team set itself apart by including a substantial public/community outreach component in their project strategy which particularly impressed the various public agency panelists. While not unanimous, the selection committee consensus was that the HDR Team was ultimately the preferred team for the project.

The selection panel recommends this contract to the Major Projects Committee and the Board of Directors. The contract cost negotiated with HDR is consistent with the work included in the scope of work used for the RFQ and is included in the approved SANBAG 2007/2008 Annual Budget.

Caltrans and California Transportation Commission (CTC) in consultation with SANBAG included \$2.189 million of Interregional Transportation Improvement Program (ITIP) funds in the 2006 State Transportation

Improvement Program to fund preliminary engineering and environmental document development. The CTC, at its' October 2006 meeting, "voted" the \$2.2 million to SANBAG to act as lead agency for these efforts and approved an additional \$1.5 million of ITIP funds from the 2006 STIP Augmentation Program earlier this month to ensure 100% State funding for preliminary engineering and environmental document.


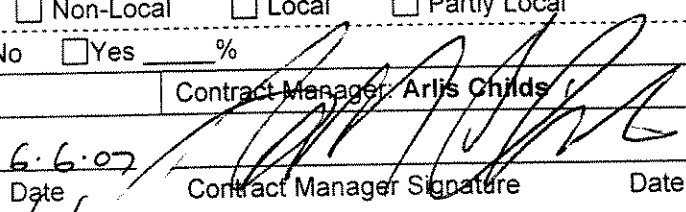

***Financial Impact:*** This action is consistent with the 2007/08 Budget. The funding source for project development activities are Interregional Transportation Improvement Program (ITIP) funds programmed by Caltrans in 2006 STIP and 2006 STIP Augmentation. TN 87908000 (Colton Crossing Project Development)

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on June 14, 2007. The contract has been reviewed by SANBAG Counsel.

***Responsible Staff:*** Darren Kettle, Director of Freeway Construction

SANBAG Contract No. C08011  
by and between  
San Bernardino County Transportation Authority  
and  
HDR Engineering Inc.  
for  
Provide Engineering and Environmental Services

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>C08011</u> Vendor ID _____	Retention: Yes 10 % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract:      \$ <u>3347286</u>  Contingency Amount:    \$ <u>341,714</u>		Previous Amendments Total:      \$ _____ Previous Amendments Contingency Total:    \$ _____ Current Amendment:                \$ _____ Current Amendment Contingency:        \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>3,689,000</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>879</u>	_____	<u>ITIP</u>	_____	\$ <u>3,689,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>07/11/07</u> Contract Start: <u>07/11/07</u> Contract End: <u>09/11/09</u> New Amend. Approval (Board) Date: _____    Amend. Start: _____    Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: <u>07/08</u> \$ <u>2,000,000</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>	\$ <u>1,689,000</u>	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>879</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____%				
Task Manager: <b>Darren Kettle</b>			Contract Manager: <b>Arlis Childs</b>	

 Task Manager Signature	Date	 Contract Manager Signature	Date	 Chief Financial Officer Signature	Date
	6.6.07				6/6/07



**DRAFT**

## **Attachment “A”**

### **Scope of Services**

**Project Report and Environmental Document  
for the  
UPRR / BNSF Colton Crossing Grade Separation Project**



**May 8, 2007**

**HDR** | ONE COMPANY  
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## Scope of Services

### Scope of Work and Project Objective

The following scope of work has been prepared by HDR Engineering, Inc. (CONSULTANT) for SANBAG (AUTHORITY) for the Colton Crossing Grade Separation Project (PROJECT). The scope of work is to provide engineering services, public outreach assistance, and environmental services to prepare a Project Report (PR) and Environmental Document (ED) for a grade separation of the BNSF and UPRR tracks at Colton Crossing encompassing an area between Rancho Avenue and Mount Vernon Avenue south of Interstate 10 in the City of Colton, CA (refer to Exhibit C). This Scope of Work has been prepared in general accordance with the SANBAG RFQ for the Colton Crossing Grade Separation Project, dated December 18, 2006.

### Project Description

The Colton Crossing Grade Separation Project includes the following key components:

1. Preliminary Engineering and Engineering Support Services to assist SANBAG in developing the key elements of the project, prepare a Project Report, and to support the environmental process. During the alternative analysis phase, up to five possible concepts will be developed for an initial screening process within the study area. Based on the results of the initial screening, up to two feasible alternatives will be developed to the conceptual design level and re-screened to determine the recommended preferred alternative. The recommended preferred alternative will be developed to a 25% design level.
2. Public Outreach Assistance to assist SANBAG in creating a public outreach program for the project that would involve project stakeholders including key elected officials, property owners, residential and merchant groups and business and community leaders.
3. Environmental services to assist SANBAG in the environmental process. The assumed Environmental Document for this project is a Categorical Exclusion/Statutory Exemption (CE/SE). Environmental services/preliminary engineering to support an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) and an Environmental Assessment (EA) resulting in a Finding of No Significant Impact (FONSI) is included as an optional task.
4. This scope of work does not include the project known as the "UPRR Flyover Over BNSF Tracks," as described in the UPRR/BNSF Feasibility Study. It is understood that this project may be included as a separately negotiated scope change. At this time, it is unknown when/if the "UPRR Flyover over BNSF Tracks" may be included.

### Project Team Roles

Firm	Project Role
HDR – Prime Consultant	Project Management; Rail Design; Civil Design; Structures Design
JL Patterson and Associates	Rail Design; Structures Design; Agency Coordination
ATS Consulting	Rail Noise and Vibration Studies
CHJ, Inc.	Geotechnical and Hazardous Materials Studies
David Evans and Associates, Inc.	Surveying; Utilities
Huitt-Zollars	Drainage
LSA Associates, Inc.	Environmental services
Meyer, Mohaddes Associates, Inc.	Traffic
Paragon Partners	Right-of-Way
Tatsumi & Partners	Landscaping
Westbound Communications	Public Outreach Assistance

## Scope of Work

A detailed summary of each task is presented below and includes:

- Task Objectives
- Major Activities
- Task Deliverables
- Key Understandings

### Task 1 - Administration & Management

This task includes communication and coordination with the AUTHORITY, subconsultants, and stakeholders, and preparation of Project Management and Quality Assurance/Quality Control Plan. The objective of this task is to provide overall management of the CONSULTANT Engineering Services.

- 1.1 **Project Management:** CONSULTANT will provide project management including management of subconsultants, coordination with appropriate agencies and Quality Control/Quality Assurance activities. CONSULTANT will submit monthly invoices with monthly progress report.
- 1.2 **Project Development Team ("PDT") meetings:** CONSULTANT will coordinate and conduct PDT meetings monthly or as needed. Meeting minutes will be prepared and distributed to document and monitor action items.

#### Task Deliverables:

- Monthly Status Reports, Invoices and Schedule Updates
- Meeting Minutes of PDT Meetings

#### Key Understandings:

- The AUTHORITY's Project Manager will assist in arranging PDT meetings, distributing status reports to other AUTHORITY staff, and processing invoices. It is assumed that the PDT attendees will consist of the CONSULTANT Project Manager and CONSULTANT Team key support personnel for an estimated time of four hours per meeting.
- A Project kick-off meeting with key AUTHORITY personnel, the railroads, and CONSULTANT Team personnel will be held just prior to NTP to discuss project goals, objectives, lines of communication, and schedule.

### Task 2 – Agency Coordination / Public Outreach

This task involves the coordination with local agencies and other project stakeholders.

- 2.1 **Local Agencies:** CONSULTANT will assist the AUTHORITY in coordinating with the State, County, and other local jurisdictions including RCTC, Caltrans, and the City of Colton in the development of the Project. Adherence to local standards will be required where applicable.
- 2.2 **Railroad Coordination:** CONSULTANT will assist the AUTHORITY in coordination with the Union Pacific Railroad (UPRR), Burlington Northern Santa Fe Railway (BNSF), and the Southern California Regional Rail Authority (SCRRA) in addressing issues involving railroad design standards and practices and other technical issues of concern to the railroads that arise during the design process. CONSULTANT will assist the AUTHORITY in obtaining approvals

from UPRR, BNSF, and SCRRA such as design standards, permanent structure clearances, anticipated falsework clearances and construction sequencing.

- 2.3 **Presentations and Visuals:** CONSULTANT will provide presentation material and/or visual aids needed for presentations to SANBAG's Board Members, community groups, political representatives and/or the public at large.
- 2.4 **Public Outreach Program:** Subconsultant will create a public outreach program to involve project stakeholders including key opinion leaders such as elected officials, property owners, residential and merchant groups and business and community leaders. The public outreach program includes execution of public involvement plan, development of a stakeholder identification database, documentation of key stakeholder briefings, and facilitation of public meetings and hearings. Work also includes creation of database to include contact information for stakeholders, property owners, residents, businesses, community leaders and project partners (RCTC, SANBAG, Caltrans, BNSF, UP, etc.); development of collateral materials for project including project brochure, fact sheets, fliers to promote community meetings, and e-newsletter; development of press releases, media alerts, calendar listings and other media outreach materials to aid in publicizing community meetings and project milestones; ongoing English- and Spanish-language media outreach; coordinating interviews with AUTHORITY; and monthly activity reports.
- 2.5 **Costs/Benefits Analysis (Optional Task):** CONSULTANT will utilize HDR's *GradeDec* and *RailDec* costs/benefits modeling tools to assist SANBAG in determining the estimated net value of the project to both public and private participants.

**Task Deliverables:**

- Public Outreach Plan
- One (1) initial scoping meeting
- Three (3) open houses at appropriate project milestones
- Costs/Benefits Analysis Modeling and Report (Optional Task)

**Key Understandings:**

- AUTHORITY will assist CONSULTANT in coordinating with local agencies.
- CONSULTANT anticipates up to four (4) public outreach meetings.
- CONSULTANT anticipates that up to ten (10) presentations under Task 2.3.

**Task 3 – Perform Initial Engineering Analyses**

This task involves activities including initial engineering studies for the preparation of supporting documents for Task 4 (Alternative Analysis) and Task 5 (Prepare Project Report and Preliminary Engineering Plans).

## **Consultant Activities:**

- 3.1 **Baseline Analysis:** Prior to initiation of the formal design, CONSULTANT will review the existing data and information relevant to this Project.
  - 3.1.1 **Field Review of Project Site:** CONSULTANT will conduct a Project site visit followed by the preparation of a Site Visit Report that will include photos and descriptions detailing observable existing conditions and site observations.
  - 3.1.2 **Data Collection & Review of Existing Information:** CONSULTANT will collect and review available existing data and information relevant to the Project. Upon completion of this review, CONSULTANT will prepare a recommendation for additional data required to complete this Project.
- 3.2 **Field Surveys:** CONSULTANT will develop base mapping data and conduct supplemental data collection, site condition assessment and field surveys to support preliminary engineering.
  - 3.2.1 **Research:** Perform research to obtain: Field survey notes, sketches, right-of-way maps, monumentation maps, horizontal control, vertical control, record maps, street centerline tie notes and additional data to verify street alignments and rights-of-way.
  - 3.2.2 **Record Right of Way and Boundary Surveys:** Perform a) Analyze existing data (field notes, sketches, maps, etc); c) recover key street, right of way and private property monumentation; d) conduct field measurements of the key monumentation only; e) calculate record cadastral information; and f) prepare base map to include record centerline and right-of-way limits as well as underlying cadastral information, ownership information as recorded with the San Bernardino County assessor's office.
  - 3.2.3 **Supplemental Field Surveys:** Provide survey control, 40-scale aerial topographic mapping and digital terrain model for project site. Attend railroad safety training. Perform supplemental field surveys to support preliminary engineering tasks including top of rail, structures elevations, large utility crossings, and vertical clearances.
  - 3.2.4 **Additional Mapping Services (Optional Task):** Provide additional mapping services to support final design. Perform HDS laser scanning on the bridge structures at Rancho Avenue, Mount Vernon Avenue and La Cadena Drive. Perform additional supplemental field surveys to support preliminary design engineering tasks to provide a detailed depiction of existing planimetric and topographic features within the project area.

### **Task Deliverables**

- Supplemental field surveys in ASCII and/or AutoCAD format
- Aerial Topographic mapping and aerial-derived digital terrain model
- Calculated Boundary and Right of Way in AutoCAD format

## Key Understandings

- Record of Survey, including Corner Records, is not included.
- Two (2) survey crew weeks have been estimated for the supplemental field surveys (3.2.3). Two (2) additional survey crew weeks have been estimated for the optional mapping services (3.2.4).

3.3 **Geotechnical Investigation:** CONSULTANT's subconsultant, CHJ Inc. (CHJ), will perform the geotechnical investigation. The purpose of the geotechnical investigation will be to provide geotechnical data to complete preliminary design and preparation of environmental documents. Additional geotechnical investigation will be required prior to final design. The scope of the investigation will consist of the tasks described below.

3.3.1 **Preliminary Geotechnical Investigation:** For preliminary design, typically the geotechnical input is based primarily on review of available existing data. Subsurface exploration will be performed to provide appropriate additional input for preliminary design. CHJ will perform the following subtasks:

3.3.1.1 **Data Review/Geologic Reconnaissance Survey:** Pertinent geological and geotechnical data available in CHJ files will be reviewed. CHJ will:

- Perform a geologic reconnaissance survey and geologic mapping of the alignment;
- Review available logs of test borings for adjacent facilities, including Caltrans bridges;
- Review aerial photographs dating back to the 1920s or 1930s
- Review published geologic hazard data;
- Review City and/or County Seismic Safety Element Report;
- Review available seismic information including peak ground accelerations (PGAs) for various hazard levels;
- Review available historical groundwater level data;
- Review available existing utility plans.

3.3.1.2 **Subsurface Investigation:** Because of the potential for encountering contaminated soil or groundwater, subsurface exploration will be conducted following completion of the Preliminary Environmental Site Assessment described in Section 3.3.2. The subsurface investigation will consist of nine soil borings and seven cone penetration test (CPT) soundings. Three of the soil borings will be advanced to a maximum of 80 feet below the existing ground surface (bgs) or refusal at or near proposed structure locations. Six borings will be advanced to a maximum of 40 feet bgs or refusal. The CPT soundings will help delineate the underlying soils with higher resolution than standard sampling with a conventional drill rig. CPT soundings will be advanced to an average anticipated depth of 50 feet bgs. The CPT soundings will be used in conjunction with the traditional borings allowing for sampling and correlation of soil types and more precise measurements of the depth and thickness of the

soil layers. Specific elements of the field investigation will consist of the following:

- Obtain encroachment/access permits from the City of Colton, Caltrans, UPRR, BNSF, and/or SCRRRA.
- Contact Underground Service Alert (USA) to check location for underground utilities as related to the proposed field investigation. Geophysical survey will also be performed to clear the boring locations, if deemed necessary.
- Rely on available subsurface plans indicating any underground utilities
- Drilling with a truck-mounted drill rig provided by an outside licensed drilling contractor. The borings will be performed using a high torque drill rig using hollow-stem auger drilling techniques.
- CPT soundings will be advanced with a 30-ton CPT rig provided by an outside licensed contractor.
- Prepare logs of the borings and CPT soundings.
- Collect soil samples at approximately 5 feet intervals with either a drive sampler or a standard penetration test (SPT) sampler.
- Collect bulk samples near the ground surface.
- Backfill the borings with bentonite slurry.
- Patch the surface of the borings with cold patch asphalt where necessary.
- Monitor the soil sample headspace for volatile organic compounds using a photo ionization detector (PID).
- Drum soil cuttings for disposal by others.

**3.3.1.3 Laboratory Testing:** Soil samples collected during the field investigation will be reexamined to confirm field classifications and to select samples for testing. Testing will be performed in CHJ's Colton laboratory. We estimate that we will conduct the laboratory tests outlined in Table 1.

**Table 1 - LABORATORY TESTS**

TEST	PURPOSE	QUANTITY
Moisture content/dry density	Correlation/grading factors	4
Atterberg limits/particle size distribution	Classification/correlation/expansion potential	19
Shear strength	Foundations/lateral earth pressures/stability	8
Consolidation	Settlement	10
pH, sulfates, chlorides, and electrical resistivity	Soil corrosion potential	8 sets
R-value Test	Pavement Subgrade Support	4
Sand Equivalent	Backfill	8

**3.3.1.4 Engineering Analysis and Reporting:** We will then perform the following:

- Analyze seismic hazards and provide AREMA PGA values and acceleration response spectra (ARS).
- Perform liquefaction and seismic settlement analyses.

- Evaluate merits of proposed alternatives with respect to geotechnical site conditions.
- Conceptual evaluation of foundation type.
- Conceptual evaluation of lateral pressures and resistance to lateral loading.
- Prepare a preliminary geotechnical report (PGR). The report will include geotechnical parameters for seismic analyses, preliminary conceptual recommendations for foundations that can be used for preliminary cost estimates and bridge type selection. The report will also include a work plan for additional subsurface investigation that may be needed for final design.

### 3.3.2 Preliminary Environmental Site Assessment and Sampling

3.3.2.1 **Preliminary Environmental Site Assessment:** CHJ will provide a preliminary environmental site assessment (PESA) to investigate historical evidence of potential site contamination. The PESA will be performed in general accordance with ASTM Designation E 1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. We will conduct an electronic review of available existing local, state, and federal-maintained databases of hazardous materials sites and underground storage tank records based on a corridor of approximately one half mile on either side of the existing railway. Research of County Hazardous Materials Division records will be conducted based on the results of the electronic database search. Readily available historical aerial photographs, topographic maps, and other historical maps will be reviewed to help identify prior land uses. A site reconnaissance will be performed to assess current conditions. Interviews with railroad personnel or other individuals knowledgeable of the subject site or specific portions of the subject site will be conducted, as such individuals are available. Efforts will not be made to interview owners of every adjacent site within the subject site area. Potential areas of concern within the subject site or adjacent properties identified during the site assessment process will be described. We will prepare a report that presents findings based upon the site reconnaissance, database search, and historical records review. This scope of work does not include review of private records.

3.3.2.2 **Limited Subsurface Environmental Sampling and Testing:** Concurrent with the Phase I Environmental Site Assessment, CHJ will conduct limited subsurface environmental sampling and testing. Surficial samples will be obtained and tested for suspected contaminants identified in the 1998 ISA performed by LSA Associates, identified during our Phase I site reconnaissance and research and/or other constituents that we feel might be present in this railroad right-of-way environment. One on-site facility addressed in the 1998 ISA, CALWALL Gypsum Supply, located at 125 N. 9th Street, was identified on Leaking Underground Storage Tank (LUST) lists and noted to have a structure or structures which will be demolished and will require lead paint and



asbestos surveys. Asbestos sampling and testing will be conducted by a California Certified Asbestos Consultant.

Additional subsurface samples will be obtained for environmental analytical testing using a truck-mounted drill rig. Eight soil borings will be advanced to approximately 60 feet below the existing ground surface (bgs) or refusal at generally 1/4 mile intervals along the alignment. One of the eight proposed borings will be located adjacent to the previously identified LUST location at 125 N. 9th Street to investigate the extent of remaining contamination, if any. Specific elements of the subsurface sampling and testing will consist of the following:

- Obtain applicable encroachment/access permits from the City of Colton, Caltrans, UPRR, BNSF, and/or SCRRA.
- Contact Underground Service Alert (USA) to check locations for underground utilities as related to the proposed field investigation. Geophysical survey will also be performed to clear the boring locations, if deemed necessary.
- Rely on available subsurface plans indicating any underground utilities.
- Drilling with a truck-mounted drill rig provided by an outside licensed drilling contractor. The borings will be performed using a high torque drill rig using hollow-stem auger drilling techniques.
- Prepare logs of the borings.
- Collect soil samples at approximately 5 feet intervals with a drive sampler lined with three 6-inch brass sleeves. It is proposed to collect the upper two 6-inch brass sleeves at each interval for possible analysis. One sleeve from each interval will be combined to form two composite samples for each boring, approximately the upper 30 feet and the lower 30 feet. One sleeve from each interval will be retained as a discreet sample for further analysis, as needed.
- Decontaminate all sampling equipment prior to and between all sampling intervals.
- Backfill the borings with bentonite slurry.
- Patch the surface of the borings with cold patch asphalt where necessary.
- Drum soil cuttings for disposal by others.

It is proposed to analyze two composite samples from each of the eight borings for total petroleum hydrocarbons, volatile and semivolatile organic compounds, heavy metals, and polychlorinated biphenyls. Discreet samples from each interval would be held by the laboratory for additional analysis, as needed.

Analytical results will be evaluated following analysis of composite and discreet samples. If subsurface contamination is discovered or suspected as proposed geotechnical boring locations, the scope of the proposed geotechnical investigation will be altered to allow for proper handling of contaminated soils.

It is proposed to combine findings of the Limited Subsurface Environmental Sampling and Testing with the PESA Report. If analytical results indicate the need for additional characterization or remediation, recommendations will be provided.

**Task Deliverables:**

- Six (6) copies of the draft and final PGR.
- Three (3) copies of draft and final PESA and Limited Subsurface Investigation Report.

**Key Understandings:**

- Access to the site is provided.
- Encroachment/access permits other than City of Colton, Caltrans or railroads are not required.
- Encroachment/access permit fees paid by others.
- Prevailing wage rules do not apply to fieldwork.
- The field investigation locations are accessible to the proposed field equipment listed in 3.3.1.2 and 3.3.2.
- Surcharge fees associated with geotechnical sampling and testing of contaminated soil will be invoiced as extra cost.
- Railroad protective insurance not required or will be provided by others.
- Work is performed during Year 2007.
- Boring soil cuttings will be drummed for disposal by others.
- Field work performed during regular work hours (8 am to 5 pm, Monday through Friday).
- Response to one set of review comments included.
- Boring and CPT locations will be identified on plans by CHJ prior to exploration. They will be surveyed and marked in field by the surveyor prior to field investigation.
- Review of private records not included.
- Maximum of three interviews will be conducted.

- 3.4 **Rail Operations Analysis:** A rail operations analysis will be performed for the Colton Crossing Grade Separation Project, providing an analysis examining existing and future rail operations in the project vicinity. The analysis will support the Need and Purpose of the project by demonstrating the reduced rail delay resulting from project implementation. It will also function as a technical report for the Project Report and environmental documents.

Existing rail operating conditions will be examined for the following scenarios:

- Existing conditions.
- Project opening year, without proposed improvements.
- Project opening year, with proposed improvements.

**Task Deliverables:**

- Draft and Final Rail Operations Analysis Reports (3 copies each)

**Key Understandings:**

- Rail Operations Analysis Report will be based on the available data provided by UPRR, BNSF, and SCRRA.
- AUTHORITY will assist CONSULTANT to obtain the necessary data to develop the Rail Operations Analysis Report.

- 3.5 **Traffic Management Plan (TMP):** CONSULTANT will develop a Traffic Management Plan that addresses detours and traffic operations during construction in accordance with the requirements and in coordination with the local jurisdictions.

**Task Deliverables:**

- Draft and Final Rail Traffic Management Plan (5 copies each)

- 3.6 **Right-of-Way Assistance:** CONSULTANT will provide a Right-of-Way Evaluation Report including ownership list, Property Data Sheets, and right-of-way exhibits.

**Task Deliverables:**

- Right-of-Way Evaluation Report (5 copies)

- 3.7 **Utilities Evaluation:** CONSULTANT will review existing available utility information, identify known affected utilities that would potentially require relocation, and evaluate utility impacts for each alternative. CONSULTANT will perform the following activities:

- Perform preplanning utility search utilizing Underground Service Alert of Southern California.
- Prepare utility/permit information matrix.

**Task Deliverables:**

- Utility coordination matrix.

**Key Understandings:**

- Potholing is not included.

- 3.8 **Hydrology Study:** CONSULTANT will perform research and data collection to obtain available existing documents such as hydrology and hydraulic calculation, County of San Bernardino master plan of drainage requirements for the subject area, City of Colton master plan of drainage and existing underground storm drain facilities or proposed facilities by the City, the County of San Bernardino and Caltrans. Review existing information to evaluate the proposed alternatives and the effects on the existing and proposed storm drain facilities.

After the research and data collection, CONSULTANT will prepare a preliminary hydrology and hydraulic report and related hydrology maps to quantify the existing conditions for a 100-year frequency storm. This includes a preliminary evaluation of the existing drainage systems in the project area. The study will address drainage flow patterns, outflows, and capacities of the existing system. Existing and proposed storm drain systems, and areas of drainage concern will be evaluated with the respective alternatives and documented with recommendations.

**Task Deliverables:**

- Hydrology Study Report (5 copies)

**Key Understandings:**

- The hydrology analysis will be based on existing hydrology reports and existing topographic survey or as-built information, and no additional field survey or aerial mapping will be performed for the preparation of report.
- The drainage system will be designated to collect only surface flows. It is assumed that a subdrain system to handle potential high ground water will not be required.
- The Hydrology Study will be performed for the recommended preferred alternative only.

**Task 4 – Alternatives Analysis**

This task includes identifying a range of alternative alignments for evaluation using a tiered engineering and environmental screening process. After the initial screening, the remaining alternatives identified as feasible will be further developed to determine a recommended preferred alternative.

- 4.1 **Establish Design and Screening Criteria:** Based on the need and the objectives for the Project, design criteria and the limit of Project study area will be developed prior to development of alternatives. These criteria will include the engineering, environmental, and operational elements and will be used as screening criteria to evaluate alternatives.
- 4.2 **Develop and Screen Initial Alternatives:** Up to five possible concepts will be developed for an initial screening process within the study area. Based on the results of the initial screening, up to two feasible alternatives will be developed to the conceptual design level.
- 4.3 **Refine and Recommend Preferred Alternative:** A two-step screening process will be used to evaluate feasible alternatives. Based on the results of the initial screening, up to two alternatives considered feasible will be developed to the conceptual design level and re-screened. Shoofly track alternatives will be analyzed and a preliminary shoofly plan will be developed for and submitted to UPRR, BNSF and SCRRA for review. The alternatives will be evaluated both from an engineering and environmental standpoint. Evaluation considerations will include length, geometry, construction cost, size and type of structures, right-of-way required, as well as the environmental technical analyses. The result of these evaluations will be tabulated and

documented in the Alternative Analysis Report. A preferred alternative will be recommended that will carry through the environmental documentation process.

After initial screening of alternatives, two superstructure structure type systems (concrete versus steel) will be evaluated. A concept layout and section will be developed for each structure type. The estimated probable construction cost for each structure type system will be prepared. It is assumed that UPRR/BNSF standard bridge structure components will be used for this evaluation.

- 4.4 **Alternative Analysis Report:** An alternative analysis report will be prepared detailing the study methodology, alternatives investigated, alternative evaluations matrix, and recommended preferred alternative. The report will also include layout of alternatives considered, conceptual plans of feasible alternatives, and probable construction cost estimates.

**Deliverables:**

- Alternative Analysis Report (Draft and Final 3 copies).

### **Task 5 – Prepare Project Report and Preliminary Engineering Plans**

This task includes completion of preliminary engineering design documents (25% design level) for the recommended preferred alternative for review by AUTHORITY, RCTC, Caltrans, City of Colton, UPRR, BNSF, and SCRRA and use in the development of the final construction documents and bid package. The work consists of the following tasks:

- 5.1 **Preliminary Track Plans:** CONSULTANT will prepare preliminary track layouts including typical sections, horizontal and vertical geometries, and required temporary track arrangements for bridge construction staging.
- 5.2 **Preliminary Roadway Plans:** CONSULTANT will prepare preliminary roadway plans including typical sections, plan and profile sheets, and key roadway details.
- 5.3 **Preliminary Structural Plans:** CONSULTANT will prepare preliminary structural plans in accordance with AUTHORITY, AREMA, UPRR, BNSF, and SCRRA requirements. The preliminary structure plans will include structure general plan sheet, bridge typical cross section sheet, retaining wall key map sheet and retaining wall layout sheets. The following information will be included in the plan sheets:
- Major structure component sizing, including superstructure depth and width, column sizes, footing sizes.
  - Horizontal and vertical clearances, including vertical clearance for vehicular traffic under underpass structure.
  - Typical cross-section of bridge.
  - Horizontal and vertical alignment of bridge, including beginning and end of bridge.
  - Retaining walls type and layout: including preliminary horizontal and vertical layout.

- 5.4 **Preliminary Staged Construction Plan:** CONSULTANT will develop a preliminary staged construction schematic plan.
- 5.5 **Preliminary Utility Plans:** CONSULTANT will develop preliminary composite utility plans showing existing utilities. Preliminary disposition of existing utilities will be identified.
- 5.6 **Preliminary Drainage Plans:** CONSULTANT will develop preliminary drainage plans based on the preliminary hydrology/hydraulics report. Relocation plans and profiles will be for main trunk lines only.
- 5.7 **Preliminary Landscaping Plan:** Tatsumi and Partners, Inc. (T&P) will prepare a conceptual landscape plan depicting proposed landscape treatments for approval by AUTHORITY. Based on the approved concept, CONSULTANT will prepare preliminary landscape planting and irrigation plans.
- 5.8 **Preliminary Estimate of Probable Construction Cost:** CONSULTANT will develop a preliminary engineer's estimate of probable construction cost indicating major cost items and unit and lump sum pricing based on design quantities derived from the drawings.
- 5.9 **Prepare Project Report:** CONSULTANT will develop a Project Report in accordance with the version of CALTRANS' *Project Development Procedures Manual Appendix K – Preparation Guidelines for Project Report* in place as of the date of this scope of work.

**Deliverables:**

- Project Report, ten (10) copies.
- Drawings, half-size sheets (20 copies), full-size sheets, five (5) copies.
- Preliminary Engineer's Estimate of Probable Construction Cost.

**Key Understandings:**

- CONSULTANT will prepare 25% plans based on the approved preferred alternative derived from Task 4.
- The Project Report will be prepared in accordance to Caltrans' *Appendix K – Preparation Guidelines for Project Report*.
- The technical aspects of the project will be designed in accordance to American Railway Engineering and Maintenance of Way Association (AREMA), UPRR, and BNSF standards and practices. In the event that conflicting standards are encountered, the most restrictive or stringent standard will be used.
- Bridge structure design criteria will be based on the following guidelines and standards – AREMA *Manual for Railway Engineering 2006 Edition*, as modified by UPRR/BNSF standards and UPRR bridge and track design and construction standards.
- Construction plans are to be developed using English dimensions.
- All drawings will be produced to UPRR CAD standards.
- All railroad signal work, including design and construction, shall be performed by UPRR forces. HDR will provide coordination assistance with UPRR signal forces during preliminary railroad track design.

## Task 6 – Environmental Process

Railroad grade separation projects are statutory exemptions under the California Environmental Quality Act (CEQA). Article 18, Section 15282(h), of the CEQA Guidelines (2003) states:

“Any railroad grade separation project which eliminates an existing grade crossing or which reconstructs an existing grade separation as set forth in Section 21080.13 of the Public Resources Code.”

However, since this project may have community impacts the AUTHORITY may want to process an Initial Study and Mitigated Negative Declaration (IS/MND) for CEQA.

Since the proposed project is eligible for federal transportation funds, compliance with the National Environmental Policy Act (NEPA) is required. Under NEPA (23 CFR 771.117[d][3]), projects involving bridge rehabilitation, reconstruction, or replacement, or the construction of a grade separation to replace existing at-grade railroad crossings are excluded from the provisions of NEPA. Therefore, it is assumed that a Categorical Exclusion (CE) will be prepared under NEPA. If it is determined that the Statutory Exemption (SE) does not apply, as an optional task LSA will prepare an IS/MND under CEQA for the project using standard CEQA forms. We are assuming that an SE is the appropriate environmental documentation under CEQA. LSA will prepare a comprehensive Categorical Exclusion/Statutory Exemption (CE/SE) with studies addressing the environmental effects of the proposed grade separations for SANBAG, the City of Colton, Caltrans, and FRA review. Summaries of technical studies will be incorporated into the environmental document as required under NEPA and CEQA.

It is assumed that the project is a Local Assistance Project under the jurisdiction of Caltrans Division of Rail. It is also assumed that SANBAG will be the Lead Agency for CEQA purposes and FRA is the Federal Lead Agency for NEPA.

- 6.1 **Project Initiation:** CONSULTANT will meet with SANBAG, staff from UPRR, BNSF, and SCRRA, City of Colton staff, and Caltrans to define the project description and schedule and to develop a mutual understanding of the issues and impacts of the project. During this task, LSA will review existing information and participate in a field review of the project site with the consultant project engineer, SANBAG, City of Colton, Caltrans, and FRA. For Task 6.1 LSA will prepare a draft Preliminary Environmental Study (PES) form (using the standard Caltrans form) prior to the site meeting with the consultant project engineer, SANBAG, City of Colton, and Caltrans. The draft PES will be reviewed and revised if needed (assumes one round of revisions), per discussions at the field meeting. The PES will then be submitted to Caltrans for signature and distribution to the project team. LSA technical staff will attend one field meeting (site visit), as required by Caltrans Local Assistance to discuss possible environmental issues with Caltrans staff.

### Task Deliverables:

- Twenty (20) total copies of draft and final PES.

### Key Understandings:

- Response to one set of review comments on the PES included.
- Attendance at one field review meeting.

6.2 **Environmental Technical Studies:** In accordance with Caltrans and FRA current procedures and guidelines in place as of the date of this scope of work, LSA will prepare the required technical reports for the project, which will be included as appendices to the CE/SE. Typically, on a project requiring FRA approval, technical studies for hazardous materials, cultural resources, noise (prepared by ATS), air quality, and biological resources are required. The proposed scope of these environmental studies will need to be reviewed and confirmed with Caltrans and FRA at the initial field review meeting.

In addition a visual analysis and community impact assessment are proposed, since the project would affect the existing residents and the viewshed to the north. A Section 4(f) evaluation is not required, since the project is within federally owned property and no 4(f) resources appear to be affected by the project.

### 6.2.1 **Biological Resources**

6.2.1.1 **Natural Environment Study:** LSA will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the *California Natural Diversity Data Base* (California Department of Fish and Game [CDFG] 2004) and the California Native Plant Society's *Electronic Inventory of Rare and Endangered Vascular Plants of California* (Skinner, et al. 2004) will be examined. In accordance with Caltrans guidelines, LSA will submit a letter to the U.S. Fish and Wildlife Service (USFWS) requesting a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES.

The field work for this task will be conducted by qualified LSA biologists to document the presence/absence of sensitive biological resources (e.g., Delhi sands flower-loving fly and San Bernardino kangaroo rat), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. LSA recommends conducting the fieldwork in the springtime for plants and July – September for the Delhi sands flower-loving fly to increase the chances to detect and positively identify sensitive species, particularly plants.

LSA will prepare an NESR that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring on site. If any sensitive resources are found on site, LSA will prepare and include in the NES a graphic displaying the location of the sensitive plant communities, potential wetlands/jurisdictional waters of the U.S. on site, and any sensitive biological resources observed. A table describing sensitive species that are present or potentially present will be provided. The report will also identify and assess



project impacts on existing biological resources, including any sensitive species. Pursuant to Caltrans *Guidance for Consultants*, recommendations for mitigation measures will be included in the memo transmitting the NES document. These mitigation measures may be conceptual (i.e., specific restoration plans are not included in this scope).

**Task Deliverables:**

- Twenty (20) total copies of draft and final NES.

**Key Understandings:**

- LSA will conduct a general biology survey and present the results in the NES Report. The NES Report will go through two review and comment stages and may require revisions at each stage (NES report will be reviewed by Project Team, Caltrans, and FRA).
- The budget includes an optional item to conduct focused surveys for the Delhi sands flower-loving fly and small mammal trapping.
- LSA will conduct a delineation of jurisdictional waters and wetlands for one waterway.
- Section 7 Consultation with the USFWS is not included in the LSA budget.
- LSA will not prepare applications or process permits for Section 401, 404, or 1602 compliance as these permits will not be required until the project is ready to go to construction.
- LSA assumes Caltrans and FRA will each conduct 2 rounds of review of the NES.
- Response to two sets of review comments on the NES included.
- The costs proposal assumes 2 rounds of review on the draft and one final study. The LSA costs estimate assumes a total of 7 hard copies of the Draft NES and 7 copies of the Final NES. Each version of the Draft and the Final Cultural Resources Study will be provided in PDF format on disk and in a reproducible format.

**6.2.1.2 Jurisdictional Delineation:** One drainage course midway between Mt. Vernon Avenue and La Cadena Drive was identified in the PEAR as present within the project area. A wetlands delineation will be conducted according to the *1987 Corps of Engineers Wetland Delineation Manual*. LSA will also complete a jurisdictional "waters of the U.S." determination according to current Corps standards. Finally, we will determine the extent of any streambed and associated riparian areas subject to review by CDFG under Section 1600 et seq. of the Fish and Game Code.

**6.2.1.3 San Bernardino Kangaroo Rat Focused Survey (Optional Task;** only required if there is suitable habitat for the San Bernardino Kangaroo Rat)

If it is determined that suitable habitat exists on-site for the San Bernardino kangaroo rat (SBKR), LSA will conduct a small mammal trapping survey to determine whether SBKR

is present on the project site. The trapping effort will consist of five consecutive nights of trapping and will be conducted in accordance with all U.S. Fish and Wildlife Service (USFWS) permit conditions and the County of Riverside guidelines for small mammal trapping. As part of the survey, all captured small mammals will be identified and other observations of plants and animals will be noted.

The small mammal trapping survey will be performed by an LSA biologist who is permitted by the USFWS to capture the SBKR. Pursuant to the permit requirements, LSA must provide the following information to the USFWS:

- In advance of the trapping survey, identify the site location that will be trapped;
- Authorization (or denial) from the property owner for the USFWS to enter the property during trapping activities;
- Notification within 48 hours of the capture of any threatened or endangered species;
- A trapping survey report within 30 days of completion of the surveys; and
- A summary of trapping results as part of the biological assessment report.

**Key Understandings:**

If more habitat than the project site needs to be surveyed, or if protocol requirements change, a budget augment may be required.

**6.2.1.4 Focused Delhi Sands Flower-Loving Fly Survey – Year 1 (Optional Task: only required if there is suitable habitat for the Delhi Sands Flower-Loving Fly)**

LSA will conduct a first year focused survey for DSF in accordance with U.S. Fish and Wildlife Service (USFWS) survey protocol (Interim General Survey Guidelines for the Delhi Sands Flower-Loving Fly, 1996). At least 10 days prior to the anticipated start date of the focused survey, LSA will submit a notification of intent to survey to the USFWS. A qualified LSA biologist will then survey the site twice weekly between the hours of 10:00 a.m. and 2:00 p.m. from July 1 thru September 20, 2007. After completion of the focused survey, LSA will prepare a draft report documenting the survey results and submit it to the client for review and comment. Upon receipt of comments, LSA will revise the draft report and submit a final report. The final report will be submitted to the client, the USFWS and the California Department of Fish and Game simultaneously within 30 days after the last field visit of the survey season. This budget and scope are based on the assumption that less than 50 acres of habitat on the site will need to be surveyed, and that the USFWS will not make changes to the DSF survey protocol before the survey is completed.

**Key Understandings:**

If more habitat than the project site needs to be surveyed, or if protocol requirements change, a budget augment may be required.

**6.2.1.5 Focused Delhi Sands Flower-Loving Fly Survey – Year 2 (Optional Task: only required if there is suitable habitat for the Delhi Sands Flower-Loving Fly)**

LSA will conduct a second year focused survey for DSF in accordance with U.S. Fish and Wildlife Service (USFWS) survey protocol (Interim General Survey Guidelines for the Delhi Sands Flower-Loving Fly, 1996). At least 10 days prior to the anticipated start date of the focused survey, LSA will submit a notification of intent to survey to the USFWS. A qualified LSA biologist will then survey the site twice weekly between the hours of 10:00 a.m. and 2:00 p.m. from July 1 thru September 20, 2008. After completion of the focused survey, LSA will prepare a draft report documenting the survey results and submit it to the client for review and comment. Upon receipt of comments, LSA will revise the draft report and submit a final report. The final report will be submitted to the client, the USFWS and the California Department of Fish and Game simultaneously within 30 days after the last field visit of the survey season. This budget and scope are based on the assumption that less than 50 acres of habitat on the site will need to be surveyed, and that the USFWS will not make changes to the DSF survey protocol before the survey is completed.

**Key Understandings:**

If more habitat than the project site needs to be surveyed, or if protocol requirements change, a budget augment may be required.

**6.2.2 Cultural Resources:** All cultural resource efforts will be completed in compliance with CEQA and Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans *Environmental Handbook Volume II, Cultural Resources* and the *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-aid Highway Program in California* (Programmatic Agreement). The scope of this proposal stipulates that:

- The APE Map will be prepared by HDR with collaboration between LSA, HDR, SANBAG, and Caltrans;
- no more than twenty-five (25) cultural resources will be identified, documented, and evaluated;
- there is no historic district within the indirect or direct APE; and
- there will be no formal archaeological evaluation or Phase II Test Excavation of prehistoric and historic archaeological resources.

**6.2.2.1 Caltrans APE Map**

LSA will coordinate the production of the project Study Area and/or area of potential effects (APE) map with Caltrans and the engineering team. However, the engineering team will be responsible for preparing the APE Map. This scope of work does not include the preparation of an APE map by LSA. This proposal stipulates that an APE map will be submitted and there will be one round of response to comments.

**6.2.2.2 Research**

A cultural resource records search will be conducted at the San Bernardino Archaeological Information Center (SBAIC), located at the San Bernardino County Museum, Redlands. The SBAIC is the state-designated repository for records concerning cultural resources in San Bernardino County. The records search will provide information on known cultural resources and on previous cultural resources investigations within a one-mile radius of the project area. Data sources that will be consulted at the SBAIC include archaeological site and artifact records, historic maps, reports from previous studies, and the state's Historic Resource Inventory (HRI) for San Bernardino County, which contains listings for National Register of Historic Places (National Register), California Register of Historical Resources (California Register), California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI).

In addition LSA will complete research at various repositories and archives for the properties within the Area of Potential Effects (APE) to determine built dates for any buildings and structures. In addition, LSA will conduct research that will lead to the preparation of a historic context and recommendation of eligibility for the National and California Registers. LSA stipulates that research will be conducted for up to 25 cultural resources. If additional cultural resources are identified within the APE, additional research may be required.

**6.2.2.3 Coordination/Consultation with Client, SANBAG, Caltrans, Native Americans and Other Parties**

LSA anticipates that cultural resource staff will attend up to four meetings with HDR, SANBAG, or Caltrans.

In addition, LSA will contact the Native American Heritage Commission (NAHC). The NAHC will provide a list of Native American groups to contact regarding this project. LSA will coordinate with Caltrans to consult with the tribes. LSA will also consult with other interested parties, including non-federally recognized Native American groups and local historical and archaeological societies. With Caltrans' approval LSA will contact up to 15 groups. LSA will contact each group via certified mail. After 30 days LSA will follow up with those groups that have not commented, via telephone. LSA will attempt to contact each group up to 2 times. LSA will document all efforts to consult with each group.

Additional budget may be required to address issues or concerns raised by any tribes. Consultation will continue throughout the Section 106 compliance effort.

#### 6.2.2.4 **Field Survey/DPR Forms**

LSA will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials and other potential built environment historic resources (e.g., buildings, bridges, railroads, mines, or canals). To meet state standards, any previously unrecorded resources identified during the survey will be recorded on State of California DPR 523 forms. A maximum of 25 DPR 523 forms will be completed by LSA; any additional DPR 523 forms will require additional budget.

#### 6.2.2.5 **Reports**

LSA will prepare a Caltrans format Historic Property Survey Report (HPSR) Historical Resources Evaluation Report (HRER), and an Archaeological Survey Report (ASR) according to Caltrans specifications. The reports will describe: 1) the results of Native American Consultation, 2) research and field methods used in identifying cultural resources, 3) the archaeological and historic resources identified in the project vicinity, 4) the historic contexts based on the types of cultural resources identified, and 5) the potential of the project to adversely impact any archaeological or historic resources. If any prehistoric or historic archaeological resources are located within the APE, additional tasks may be required. If recommendations for further studies are warranted, these will be presented in a cover letter to Caltrans Division of Rail. This scope of work allows for one round of client/Caltrans comments.

#### **Task Deliverables:**

- Twenty (20) total copies of draft and final NES.

#### **Key Understandings:**

- Response to two sets of review comments on the ASR and HPSR included.

6.2.3 **Noise and Vibration Analysis:** A noise and vibration analysis will be performed by ATS to check that the project is in conformance with all applicable local, State, and federal noise and vibration criteria. Task to be completed are as follows:

- Identify noise sensitive land uses that may be affected by the proposed project. A map will be prepared to show sensitive receptors to be modeled in the noise and vibration impact analysis for review and approval by SANBAG, City of Colton, and Caltrans.
- Measure existing noise and vibration levels. Measurements will include 24-hour noise and measurements at two to three locations in the project area plus short-term noise and vibration measurements. The short-term measurements would consist of

measurements of two or more UPRR and BNSF freight trains. The noise and vibration caused by train operations will be separated out from the ambient noise. The monitoring locations will be verified by SANBAG, City of Colton, and Caltrans prior to the field work.

- Develop prediction models. Models will be developed for noise and vibration from both train operations and the anticipated construction activities. These models will be based on the field measurements along with data available from previous ATS projects and from the literature.
- Predict impacts and recommend mitigation measures. The models will be used predict noise and vibration levels during construction and after the grade separation is operational. ATS will recommend specific mitigation measures for any sensitive areas where impacts are predicted. Detailed information related to locations and heights of required sound walls, if required, will be provided to HDR for its use in developing layout plans for the sound walls.
- A reasonable and feasible analysis will be conducted and identified in the noise report for any sound walls recommended based on feasibility guidelines allowance figures developed by Caltrans and FRA.
- Present results in a technical memorandum. The results of the noise and vibration measurements and analysis will be summarized in a technical memorandum.

In addition to the scope outlined above, ATS staff will be available to attend team meetings and public meeting if requested by the HDR Project Manager.

- 6.2.4 Air Quality Assessment:** LSA will prepare an Air Quality Assessment for the project in accordance with Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol, the EPA's fugitive dust conformity rule, and South Coast Air Quality Management District (SCAQMD) CEQA Handbook air quality guidelines. LSA will conduct the screening analyses specified in the protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to 20 receptor locations for the Existing, Future No Build, and each of the Build Alternatives. LSA will evaluate the proposed project's impacts to long-term particulate matter concentrations (PM<sub>2.5</sub> and PM<sub>10</sub>) and mobile source air toxics (MSAT) using the Transportation Conformity Guidance for *Qualitative Hot-Spot Analysis in PM<sub>2.5</sub> and PM<sub>10</sub> Nonattainment and Maintenance Areas* (EPA, March 2006) and the *Interim Guidelines on Air Toxic Analysis in NEPA Documents* (FHWA, February 2006). Construction-related emissions will be quantified and discussed in a general format unless project-specific information is available.

The air quality analysis will also include discussion of the compatibility of each of the project alternatives with the requirements of the Regional Transportation Plan (RTP) and the Federal Regional Transportation Improvement Program (FRTIP).

**Task Deliverables:**

- Twenty (20) total copies of draft and final Air Quality.

**Key Understandings:**

- Response to one set of review comments on the Air Quality Report included.

**6.2.5 Visual Resources Assessment:** A Visual Impact Assessment will be prepared by LSA to assess the potential visual effects associated with construction and operation of the proposed grade separation. Potential visual effects associated with the proposed project will be assessed by (1) identifying potential sensitive viewers adjacent to the project limit; (2) establishing the existing visual characteristic of, to, and from the project site; and (3) analyzing the changed visual character of the project site and adjacent areas that will result from the construction and operation of the proposed grade separation. The Visual Impact Assessment will include up to six (6) photo simulations that will present the visual character of the project site resulting from the construction of the grade separation project.

**Task Deliverables:**

- Twenty (20) total copies of draft and final Visual Resource Assessment.

**Key Understandings:**

- Response to one set of review comments on the Visual Resource Assessment included.

**6.2.6 Community Impact Assessment:** LSA will prepare a Community Impact Assessment (CIA) in accordance with the guidelines found in the FHWA Technical Advisory T6640.8A and Caltrans Community Impact Assessment Handbook (1997). The CIA will evaluate the proposed project's socioeconomic impacts utilizing current demographics and current assessor parcel information and complying with guidelines provided in the Caltrans Community Impact Assessment Handbook (June 1997). The CIA will provide a description of existing land use, housing, employment, and population conditions in the vicinity of the project site. The discussion of socioeconomic impacts shall address the potential impacts on the residential population and local business community, including land use compatibility, neighborhood cohesion, tax revenue loss, and employment impacts. Socioeconomic impacts are anticipated to be minor considering the nature of the proposed property acquisitions. The CIA shall also address the project's consistency with relevant local, regional, and State regulations and plans. A statement will be included identifying no potential impacts related to environmental justice (pursuant to Executive Order 12898). A summary will be included identifying the conclusions of the Draft Relocation Impact Statement. Recommendations to avoid, minimize, or mitigate potential socioeconomic impacts shall be identified where feasible.

**Task Deliverables:**

- Twenty (20) total copies of draft and final Community Impact Assessment.

**Key Understandings:**

- Response to one set of review comments on the Community Impact Assessment included.

- 6.3 **Prepare Administrative Draft Categorical Exclusion/Statutory Exemption (CE/SE):** LSA will prepare an Administrative Draft Categorical Exclusion/Statutory Exemption (CE/SE) after the technical studies are reviewed and approved by SANBAG, the City of Colton, and Caltrans and it is determined that a CE/SE is the appropriate form of environmental documentation and clearance. The CE/SE will address the environmental effects of the proposed grade separations for SANBAG, the City of Colton, Caltrans, and FRA review. Summaries of technical studies will be incorporated into the environmental document as required under NEPA.
- 6.3.1 **Prepare Final CE/SE:** LSA will incorporate comments on the Administrative Draft CE/SE into the Final CE/SE and will submit one master document for approval of the Final CE/SE by the AUTHORITY and Caltrans/FRA. As a CE/SE does not require public review this would conclude the environmental task.
- 6.4 **Preparation of Draft IS/EA (Optional Task):** If it is determined that an CE/SE is not the appropriate form of environmental documentation for the project, LSA will prepare an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) and an Environmental Assessment (EA) resulting in a Finding of No Significant Impact (FONSI). The results of the technical studies will be presented in a Draft IS/EA. LSA will prepare an administrative Draft IS/EA incorporating the findings of the technical studies for submittal to the AUTHORITY and Caltrans for review (8 copies). We are assuming one round of reviews and written comments by the AUTHORITY and Caltrans.
- 6.4.1 **Preparation of Second Administrative Draft IS/EA:** LSA will revise the Draft IS/EA based on comments received from the AUTHORITY and Caltrans and will submit the revised Draft IS/EA to the AUTHORITY and Caltrans for review (8 copies).
- 6.4.2 **Preparation IS/EA for Approval to Circulate (One Copy for Signature):** LSA will revise the Draft IS/EA per comments received from Caltrans and FRA and will prepare one copy of the IS/EA for Caltrans and FRA signature for approval to circulate the document for public review (3 copies).
- 6.4.3 **Public Review:** LSA will prepare a draft public distribution list per input from the AUTHORITY, Caltrans, and FRA. The IS/EA will be circulated for public review (up to 50 copies) per the distribution list, once the list has been approved by the AUTHORITY, Caltrans, and FRA. LSA will prepare a Notice of Availability and Opportunity for public hearing. Since the project may be controversial and a public hearing may be required, our level of effort does not include attending a public hearing during the 30-day public review on the IS/EA.
- 6.5 **Preparation of Final IS/EA (Optional Task):** LSA will prepare Final IS/EA and ND/FONSI for submittal to the AUTHORITY and Caltrans for review. We are assuming one round of reviews and written comments by the AUTHORITY and Caltrans.
- 6.5.1 **Preparation of Draft Response to Comments:** Upon close of the public review period, LSA will prepare responses to public and authority comments received regarding the



Draft IS/EA. Given that it is not possible to predict the number and/or extent of public comments to be received on the IS/MND, the scope/budget estimates up to 40 hours of professional staff time for preparation of responses to written comments.

LSA will formulate responses to the comments received on the Draft IS/EA within two weeks of receipt of complete set of comments received during the public review period. Once draft responses to comments are completed, they will be submitted to the AUTHORITY for review and comment. As required, the Draft IS/EA will be revised to incorporate relevant comments/data received during the public review period. Revisions to the Draft IS/EA will be identified to facilitate subsequent review. All comments received on the Draft IS/EA during the public review period, as well as the Response to Comments will be included as an appendix to the Final IS/EA.

**6.5.2 Mitigation Monitoring and Reporting Program:** LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to implement the mitigation measures (if any) required in the IS/EA for the proposed project. The mitigation measures will be included in a matrix check-off format for ease in tracking implementation. One draft version of the MMRP will be submitted to the AUTHORITY for review, followed by a final MMRP that incorporates relevant comments from AUTHORITY staff. The MMRP will be included as an appendices to the Final IS/EA.

**6.5.2 Prepare Final ND/FONSI:** A Final ND/FONSI will be prepared for submittal to FRA (via Caltrans) for review and approval. The Final IS/EA must be circulated for a 30-day public review before the FONSI can be issued. As part of the process for the Final ND/FONSI, prepare and file a Notice of Determination (NOD) (does not include the California Department of Fish and Game filing fee), and prepare a Notice of Availability (NOA) of the Final ND/FONSI. LSA will provide 50 copies of the approved ND/FONSI.

**6.5.3 Notice of Determination:** Subsequent to adoption of the ND/FONSI, LSA will provide the AUTHORITY with the Notice of Determination (NOD) for submission to the County Clerk. While LSA will prepare the NOD, it is the responsibility of the AUTHORITY to file the NOD with the County Clerk and OPR (Office of Planning and Research). It should be noted that failure to file the NOD within five business days of project approval will substantially increase the period in which the project approval may be legally challenged. LSA will complete applicable forms to comply with AB 3158 (California Department of Fish and Game filing fees) and provide them to the AUTHORITY for filing. If the project is not exempt, it will be the responsibility of the project proponent to pay any applicable fees. The cost estimate does not include any public noticing of the environmental document in the newspaper(s), filing of the NOD with the County Clerk, or payment of the fees to the County and/or California Department of Fish and Game.

**6.6 Meetings:** For budgeting purposes LSA has assumed the attendance of the Environmental Task Manager or her representative at twenty (20) monthly Project Development Team Meetings. In addition LSA has assumed the attendance of LSA staff at an additional five (5) meetings to discuss the project or environmental issues and one (1) community workshop to discuss the project. LSA staff will be available to answer questions and discuss project issues with the project team, AUTHORITY, and Caltrans staff. LSA will maintain liaison with the AUTHORITY, and will participate in key PDT meetings to monitor progress and receive input.

These meetings will also be used as project management tools to keep staff and AUTHORITY decision-makers informed.

**Deliverables and Key Understandings:**

The fee proposal is based on the following assumptions for the preparation of the technical studies and for the IS/EA for the Colton Crossing Project. If the project is not exempt, it will be the responsibility of the project proponent to pay any applicable California Department of Fish and Game fees. The fee proposal does not include any public noticing of the environmental document in the newspaper(s), filing of the NOA and NOD with the County Clerk, or payment of the fees to the County and/or California Department of Fish and Game.

The fee proposal also assumes that the project is not exempt from CEQA, and will qualify for a Mitigated Negative Declaration under CEQA and a Finding of No Significant Effect under Exemption under NEPA. Thus, this fee proposal is based on the assumption that the design of the grade separation will result in less than significant impacts after mitigation and there would be no relocation of existing residents or businesses.

**Project Schedule**

CONSULTANT's scope of work and fee proposal is based on a twenty-four (24) calendar month schedule. The schedule has been provided for planning purposes only. The actual schedule may vary depending on the duration of AUTHORITY and third party review periods.

## *Minute Action*

AGENDA ITEM: 8

**Date:** June 14, 2007

**Subject:** Approve Contract No. 08-013 with LAN Engineering for Interstate 15/  
Interstate 215 Devore Interchange Project Development Consultant  
Services

**Recommendation:\*** Approve Contract No. 08-013 with LAN Engineering for Interstate 15/  
Interstate 215 Devore Interchange Project Development Consultant  
Services in an amount not to exceed \$7,074,884 as described in the  
financial impact section below. TN 88008000

**Background:**

**This is a new consultant services contract.** In November 2006 the Board authorized the release of a Request for Qualifications 07-124 (RFQ) to Engineering/Environmental Consultants for project development activities for the I-15/I-215 Devore Interchange project. The scope of these activities includes a final Caltrans approved Project Study Report and Project Report to include preliminary engineering and environmental clearance for the realignment, expansion, and operational improvements of the I-15/I-215 Interchange in Devore. A major element of this effort is the addition of truck bypass lanes which will move slower moving trucks away from mixed flow lanes through the interchange. SANBAG received four Statements of Qualification (SOQ) in response to the RFQ. The teams that submitted SOQs included:

- Earthtech/Stantec
- David Evans & Associates/CH2MHill
- LAN Engineering/LSA
- RBF/Jones & Stokes

*Approved*  
*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

Utilizing the SANBAG consultant selection process a committee consisting of one representative from the City of Hesperia, one representative from the County of San Bernardino, two representatives from Caltrans and two SANBAG staff reviewed and rated all four SOQs. Each Statement of Qualification (SOQ) was rated in five categories, firm qualifications, personnel qualifications, staffing capability, project understanding, and quality assurance/quality control (QA/QC) approach. All four firms/teams submitted SOQs that conveyed a strong knowledge and understanding of the project and substantial experience for the principal discipline lead staff. Due to the strength of all four SOQs the selection committee short-listed all four firms/teams.

Interviews were conducted on May 9, 2007 with a selection panel that consisted of the same representatives that reviewed the written SOQs. The Teams were rated based on answers to a series of questions that were developed following a thorough review of each firm's SOQ so that the selection panel would have a better awareness of each team's qualifications and project understanding that was specific to the I-15/I-215 Devore Interchange. Again all four firms/teams exhibited a variety of strengths in their presentation and responses during the question and answer period. In this selection process, there was greater disparity in the opinions of the selection panel, however the panel's consensus selection was the LAN Engineering/LSA team as the most qualified to perform the work and had the best project understanding. LAN's identified Project Manager, Norman Suydam, a former Caltrans Engineer and Geometrician, was the principal project manager for the Caltrans Devore 2 Project that included truck lane construction and pavement rehabilitation. LAN's environmental consultant, LSA, is considered one of the preeminent environmental firms in California and has concluded that due to impacts of this project being "mitigatable" that the probable environmental document will be an Initial Study/Environmental Assessment.

The selection panel recommends this contract to the Major Projects Committee and the Board of Directors. The contract cost negotiated with Parsons is consistent with the work included in the scope of work used for the RFQ and is include in the approved SANBAG 2007/2008 Annual Budget.

***Financial Impact:*** This action is consistent with the 2007/08 Budget. The funding source for project development activities is Measure I Valley Major Project funds which will be repaid from Measure I 2010-2040 Cajon Pass Projects funds. TN 88008000 (I-15/I-215 Devore Interchange)

Major Projects Agenda Item  
June 14, 2007  
Page 3

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on June 14, 2007.

***Responsible Staff:*** Darren Kettle, Director of Freeway Construction

**SANBAG Contract No. C08013**

by and between

San Bernardino County Transportation Authority

and

LAN Engineering Corporation

for

Engineering and Environmental Services for I-15/I-215 Interchange Improvements Project**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment
Notes:			
Original Contract: \$ <u>6,431,713</u>	Previous Amendments Total: \$ _____		
Contingency Amount: \$ <u>643,171</u>	Previous Amendments Contingency Total: \$ _____		
	Current Amendment: \$ _____		
	Current Amendment Contingency: \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>			<b>\$ <u>7,074,884</u></b>
↓ Please include funding allocation for the original contract or the amendment.			
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Grant ID</b>
<u>88008000</u>	<u>5553</u>	<u>Meas. I Valley M.P.</u>	_____
<u>88009000</u>	<u>5553</u>	<u>Meas. I Valley M.P.</u>	_____
<u>88010000</u>	<u>5553</u>	<u>Meas. I Valley M.P.</u>	_____
<u>88011000</u>	<u>5553</u>	<u>Meas. I Valley M.P.</u>	_____
Original Board Approved Contract Date: <u>7/11/07</u>		Contract Start: <u>7/11/07</u>	Contract End: <u>1/11/11</u>
New Amend. Approval (Board) Date: _____		Amend. Start: _____	Amend. End: _____
If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:			
Approved Budget Authority →	Fiscal Year: <u>07/08</u> \$ <u>1,500,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>5,574,884</u>
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, which Task includes budget authority? <u>880</u>			
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>CONTRACT MANAGEMENT</b>			
Please mark an "X" next to all that apply:			
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local <input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %			
Task Manager: <b>Darren Kettle</b>		Contract Manager: <b>Dennis Saylor</b>	

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C08013

***DRAFT***  
**Contract C08-013 Attachment "A"**

**Scope of Services**

**By and between**

**San Bernardino Associated Governments/  
San Bernardino County Transportation Authority**

**and**

**LAN Engineering Corporation**

**to**

**Provide Engineering and Environmental Services  
Including Preparation of  
Project Study Report, Project Report and Environmental Document**

**for**

**Interstate 15/Interstate 215 (I-15/I-215) Interchange Improvements Project**

**Near Devore in  
San Bernardino County, California**

## **Scope of Services**

### **OVERVIEW**

The San Bernardino Associated Governments (SANBAG), in cooperation with the California Department of Transportation (CALTRANS), will utilize the services of CONSULTANT to prepare a Project Study Report (PSR) and a Project Report/Environmental Document (PR/ED) for the I-15/I-215 Interchange Project in the unincorporated township of Devore in San Bernardino County.

Coordination of SANBAG, CALTRANS, and CONSULTANT will be accomplished through a SANBAG Contract Manager or his designee, a CONSULTANT Project Manager, and a CALTRANS Project Manager.

The SANBAG Contract Manager for this contract shall be:

Mr. Darren Kettle  
Director of Freeway Construction

CONSULTANT shall be required to perform all professional and technical services necessary to prepare a Project Study Report (PSR) and a Project Report/Environmental Document (PR/ED). Additional on-call engineering and environmental support may also be required on an as-needed basis.

### **Project Location and Description**

At this time, the specific project limits are unknown, but will be developed during the engineering/environmental efforts associated with the project. The project is in the unincorporated township of Devore in San Bernardino County.

The project proposes to improve the I-15/I-215 Interchange by reconfiguration and lane addition, with or without additional truck bypass lanes. This project is identified as the highest priority need in the short term in *I-15 Comprehensive Corridor Study* – a Major Investment Study (MIS) prepared for Southern California Association of Governments (SCAG), San Bernardino Associated Governments (SANBAG), and Caltrans District 8.

A complete reconstruction of the interchange is envisioned where the new design would allow the traffic on I-15 to pass through the interchange without changing lanes and without any lane drops. This reconstruction can proceed as a standalone project with its own independent utility and benefits regardless of the final Locally Preferred Strategy (LPS) selected for the I-15 corridor. Reconstruction with truck bypass lanes would further eliminate interaction of I-15 truck traffic from weaving automobile traffic merging and diverging to and from I-215.



## **APPLICABLE STANDARDS**

The PSR and PR/ED shall be prepared in accordance with current CALTRANS and Federal Highway Administration (FHWA) regulations, policies, procedures, manuals, and standards. CONSULTANT's attention is directed to CALTRANS' *Project Development Procedures Manual, Appendices K and L – Preparation Guidelines for Project Report and Preparation Guidelines for Project Study Report* respectively.

### **General Guidelines and Services to be performed by Consultant**

CONSULTANT will be responsible for the services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services. In addition, CONSULTANT may be required to provide on-call engineering and environmental services as part of this project that shall also conform to the standards, criteria, and requirements of this Scope of Services. Services may include, but are not limited to:

- A. CONSULTANT shall prepare geometric drawings and advance planning studies, review and evaluate alternatives, define environmental and preliminary right of way requirements, perform preliminary drainage studies, and prepare preliminary schedules and cost estimates necessary to produce the PSR and PR/ED. The CONSULTANT may utilize the I-15 Comprehensive Corridor Study as the basis for the PSR and PR/ED.
- B. CONSULTANT shall carry out the directions as received **only** from SANBAG's Contract Manager or designee. In addition, CONSULTANT shall cooperate with CALTRANS, other agencies, and other consultants providing services for this project and for adjacent projects, as necessary.
- C. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better solution to a problem is possible or consultant has a recommendation, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT'S opinions with supporting evidence thereof.
- D. CONSULTANT shall have sole responsibility for the accuracy and completeness of all deliverables and all supporting documents. CONSULTANT shall independently check all deliverables and supporting documents prior to any submittal. All deliverables may be reviewed by CALTRANS, SANBAG, and/or SANBAG's designee for conformity to the project.
- E. All deliverables and supporting materials furnished under this Scope of Services shall be of a quality acceptable to SANBAG and CALTRANS. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct and checked. The appearance, organization and content of all deliverables and supporting materials shall be to CALTRANS standards.

- F. All elements of the PSR and PR may be considered for Value Analysis studies. To this end the CONSULTANT is encouraged to submit to SANBAG an informal written statement or memorandum addressing those elements where it appears significant savings and other advantages may be realized. CONSULTANT shall support the Value Analysis through providing information as needed and providing support on an as needed basis.
- G. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.
- H. SANBAG reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from SANBAG. The CONSULTANT will not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.
- I. CONSULTANT shall not suspend performance of CONSULTANT services contract with SANBAG during the negotiations of any change orders except as they may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with the terms and conditions of CONSULTANTS contract with SANBAG.
- J. At the completion of this Scope of Services all electronic files and original correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS. This includes all deliverables, working data, field data, background information and all other related information.
- K. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall notify SANBAG.
- L. CONSULTANT shall coordinate with CALTRANS and all other agencies involved or potentially impacted by the Project. CONSULTANT shall inform SANBAG prior to all contacts, meetings, and correspondence with CALTRANS or any other agencies.
- M. All studies, reports and deliverables will employ US Customary units where applicable or necessary.

## **SERVICES PERFORMED BY CONSULTANT**

### **Engineering Services Scope**

The CONSULTANT shall provide engineering services both technical and administrative that are consistent with producing a Project Study Report (PSR) and a Project Report/Environmental Document (PR/ED). CONSULTANT will be responsible for identifying a purpose and need for the I-15/I-215 Interchange reconfiguration and lane additions, developing alternatives consistent with findings from previous studies and input from involved agencies, and recommending a preferred alternative that will be used to clear the project environmentally. Additionally, CONSULTANT will be required to provide on-call engineering and environmental services as needed.

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to producing acceptable alternatives to be cleared environmentally or producing a PSR and a PR/ED, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT'S opinions with evidence thereof.

CONSULTANT shall provide a project approach or management plan that will define the basic schedule and work tasks.

### **Project Study Report, Project Report, and General Activities**

CONSULTANT shall follow a work process that ensures that the objectives of the local agencies involved and that of state and federal agencies are accommodated. Additionally, any and all legal and procedural requirements for state and federal agencies must be met. This process may include but not be limited to the following general activities and studies:

- Conducting traffic studies of existing conditions and forecasting for the project design year.
- Developing aerial photographs to be used through the course of the project.
- Conducting on-site reconnaissance of the existing project site.
- Surveying the project area as needed.
- Identifying any projects in the vicinity that may be affected and ensuring alternatives are consistent with these projects.
- Refining alternatives based on opportunities and constraints.
- Developing and obtaining approval of the Project Study Report (PSR)
- Developing and obtaining approval for Geometric Approval Drawings for proposed alternative.
- Preparing necessary design exception reports and/or Fact Sheets
- Developing evaluation methodology with input from affected stakeholders and agencies, and evaluating alternatives using these criteria.
- Participating in various public meetings, as required.
- Supporting any required or desired coordination meetings and activities.

- Developing and obtaining approval of a Modified Access Report.

The Project Report may include but not be limited to the following chapter/sections and technical studies/reports.

- A summary section which may include information on project location and background, the current environmental setting, and agency coordination.
- A statement regarding the project purpose and need. This chapter/section may include information on current operational deficiencies, current and future traffic conditions and project objectives.
- Conceptual geometric drawings for proposed alternatives.
- A section describing the proposed alternatives and the ultimate preferred alternative, and how they were developed. This section may also include, information on proposed engineering features including nonstandard mandatory and advisory design features.
- A section analyzing project impacts, including but not limited to, right of way, utility impacts, railroad involvement, and traffic.
- A section on the system planning of the project. This section may include discussion on how the project incorporates planning from affected agencies.
- A section on any hazardous material/waste issues.
- A section describing possible traffic management issues that may need further consideration.
- A section describing the environmental constraints considered during alternatives development.
- A section describing permits that may be required for construction.
- A section discussing the current funding sources and estimated schedule.
- A section of recommendations.

### **Environmental Services Scope**

The CONSULTANT shall provide both technical and administrative environmental services consistent with obtaining the necessary environmental approvals. Additionally CONSULTANT will be required to provide on-call environmental services as needed.

It is not the intent of the following paragraphs to relieve CONSULTANT of professional responsibilities during the performance of this Scope of Services. In all instances where CONSULTANT believes this Scope of Services has not identified requirements that may be pertinent to clearing the project environmentally, CONSULTANT shall promptly notify SANBAG's Contract Manager of CONSULTANT'S opinions with evidence thereof.

CONSULTANT shall provide a project approach or management plan that defines the basic schedule and work tasks.

## Environmental Document and General Activities

CONSULTANT shall follow a work process that ensures the objectives of all stakeholders including local, state, and federal agencies are met. Additionally, any and all legal and procedural requirements for state and federal agencies must be met. This process may include but not be limited to the following general activities.

- Preparing an Environmental Assessment (EA)/ Initial Study (IS), if needed.
- Publishing applicable notices and/or sending notices to various agencies and other interested parties.
- Developing a detailed scope definition of the environmental document.
- Preparing and circulating the Draft environmental document.
- Publishing various notices and filings of the Draft environmental document.
- Participating in various public meetings, as required.
- Responding to comments on the Draft environmental document.
- Finalizing the environmental document.
- Publishing of various notices and filings of the environmental document.
- Providing support through final agency decision and project certification.
- Providing support for any required or desired coordination meetings and activities.

The environmental document will include various chapters, sections, studies and appendices. Information included for the document may be gathered from many sources as well as studies and analyses that CONSULTANT may perform. The following is a listing of the content that may be included in the document. CONSULTANT should be aware, however, that the environmental document may require additional information to what is presented in the following.

- Summary section which may include information on project location and background, the current environmental setting, agency coordination, project alternatives and discarded alternatives, project purpose and a summary of impacts.
- Statement regarding the project purpose and need. This chapter/section may include information on current operational deficiencies, current and future traffic conditions and project objectives.
- A section on the preferred alternative and how it was selected.
- A chapter on the affected environment which may include information on aesthetics, geology, soils analysis, hydrology, flood plains, wetlands, cultural resources, air quality, noise, land use, parks, hazardous waste, traffic circulation and socioeconomic aspects. Additionally, the environmental consequences (effects) and mitigation measures of the foregoing should be addressed. CONSULTANT may also be required to address unavoidable adverse environmental impacts, the relationship and cumulative impacts versus long term productivity of the environment, growth inducement and cumulative impacts thereof.
- A section dealing with CEQA *findings of significant effects* may be required. CONSULTANT must also be aware of any and all other CEQA specific requirements.

- The environmental document may also include information on agency/organization and public consultation, persons that were involved with the environmental document preparation, technical appendices and otherwise, a list of required permits, a bibliography and index.
- Existing Land Use Inventory
- Possible existing biological surveys/inventories
- Inventory of section 4 (f) properties
- Existing housing surveys
- Public services surveys

### **Technical Studies**

CONSULTANT may be required to perform technical studies and/or review data including but not limited to the following.

- Air quality
- Hazardous waste including asbestos and ADL
- Noise
- Biological resources
- Cultural resources
- Water quality
- Visual impact study including preparation of exhibits and participation in public meetings
- Potential effects of the project on endangered species may also need to be examined
- CONSULTANT may be required to prepare an environmental checklist, which may include analysis to impacts to physical, biological and social/economic effects. CONSULTANT shall provide written narrative to support the checklist.
- As-built plans of existing infrastructure
- Geologic and seismic data for the project area
- Hydrology and drainage information

### **Submittal of Studies, Reports and other deliverables**

1. All deliverables shall be prepared in accordance with CALTRANS and FHWA requirements. CONSULTANT shall submit all deliverables to SANBAG and CALTRANS for review.
2. CONSULTANT shall respond to all comments received from SANBAG, FHWA and CALTRANS and resubmit deliverables as directed.
3. CONSULTANT shall support any and all studies, analyses and requirements needed to successfully complete the environmental requirements of the project.

## **FURNISHED MATERIALS**

SANBAG will provide CONSULTANT with a copy of the *I-15 Comprehensive Corridor Study*, Final Report dated December 20, 2005.

## **ADMINISTRATION**

### **SANBAG Project Management and Administration**

A. As part of their management activities SANBAG shall:

1. Conduct ongoing reviews of CONSULTANT's progress in performing the work and furnish technical comments in a timely manner.
2. Review certain types of correspondence such as, work requests to subconsultants, initial contact letters, sensitive correspondence, and other letters as necessary.
3. Coordinate the distribution of public information.
4. Review CONSULTANT's Quality Control Plan and CONSULTANT's conformance to its Quality Control Plan.
5. Provide a focal-point contact for all questions, requests, and submittals.
6. Review the Project Control documents (including subconsultants) submitted by CONSULTANT to ensure their understanding of the level of information required, reporting procedures, report cycle, and the intended use of each.
7. Review CONSULTANT's detailed Critical Path Method (CPM) Logic Network Schedule; note any additions, deletions, or other changes; and return it to CONSULTANT with comments for revision.
8. Receive and review monthly progress reports from CONSULTANT.
9. Review with CONSULTANT, requests for change orders and/or extensions of time when such requests are determined to be necessary.
10. Have final review and approval over all contractual payments and changes.

### **CONSULTANT Project Management and Administration**

A. CONSULTANT management activities include, but are not limited to:

1. Establishing, furnishing, and maintaining suitable office facilities to serve as the Contract office for the duration of the Contract in the location specified in CONSULTANT's proposal.
  2. Maintaining an adequate staff of qualified support personnel to perform the work necessary to complete the Project.
  3. Establishing internal accounting methods and procedures acceptable to SANBAG for documenting and monitoring Contract costs.
  4. Providing cost-to-date, schedule, progress, staffing, and related data to SANBAG as a part of the regular monthly progress and payment process.
- B. CONSULTANT's work shall be performed and/or directed by those key personnel identified in their proposal. Any changes in the indicated key personnel shall be subject to prior review and approval by SANBAG in writing. Any change in CONSULTANT's officer-in-charge of the Services, as described in the General Terms and Conditions of this Contract, shall be subject to prior review and approval by SANBAG.
- C. Due to the nature and scope of the required services, it may be desirable for the CONSULTANT to subcontract portions of the Services. Adding Subconsultants to the original proposal team must be approved in writing by SANBAG prior to initiation of any Services. The volume of Services performed by the subcontractors shall not exceed 49 percent of the total Contract value. Due to the nature and proportional amounts of engineering and environmental work, there could be instances whereby a subconsultant's portion of the project is greater than 49%. In the event this occurs, CONSULTANT shall bring it to SANBAG's attention immediately. SANBAG's Contract Manager will have the authority to grant exception. Throughout this effort CONSULTANT shall be the single source of contact and management of all subcontractors. Subcontractor management will include the coordination time required for all aspects of the project including design, processing, and accounting.
- D. CONSULTANT shall provide to SANBAG copies of all written correspondence between CONSULTANT and any party pertaining specifically to the Project. Copies shall be furnished within five calendar days of receipt of said correspondence from any party, or five calendar days prior to mailing of correspondence to any party for review. CONSULTANT is also responsible for recording and distributing the minutes of all meetings pertaining to the Project at which CONSULTANT is present.
- E. CONSULTANT shall give written notice to SANBAG within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay for which CONSULTANT may request an extension of time to complete Services.



## Project Controls

- A. As part of the Project Controls effort CONSULTANT shall, at the introductory meeting, present SANBAG with samples of their proposed project control documents for SANBAG's review. These documents shall include, but are not limited to:
1. Bar Chart(s) Schedules
  2. Progress Curve(s)
  3. Sample Amendment Format
  4. Sample Narrative Format(s)
  5. Sample Estimate Format(s)
  6. Earned Value Cost Report
- B. CONSULTANT's Project Control System shall be able to:
1. Determine the critical path for the Services in Contract.
  2. Forecast dates for intermediate milestones and project completion.
  3. Provide a clear format to incorporate progress data on each activity.
  4. Provide reports showing actual progress compared to scheduled (planned) progress, and actual cost of services performed compared to (1) budgeted costs for services performed and (2) budgeted cost for services scheduled.
  5. Forecast possible delays and/or resource shortages.
  6. Provide a basis for preplanning, including resource usage to recover from delays, allow schedule improvement, or accommodate other changes in the work.
  7. Provide projected manpower requirements and dollar costs based on current performance.
  8. Provide current project cost estimate information.
  9. Provide all the estimates necessary to assist in confirming the construction budget.
- C. Within 15 working days (or as requested by SANBAG) of assignment of services the CONSULTANT shall submit to SANBAG for their review, a Bar Chart Schedule showing the Critical Path and identifying all project development activities and milestones. SANBAG will review these documents and return them to CONSULTANT with notes and comments as soon as possible in order to validate the

planning and cost control procedures within the first calendar month of performance period.

- D. As the Contract work progresses, CONSULTANT may discover the need to change the schedule to improve productivity or accommodate new or changed conditions. Any proposed change to the schedule shall be presented to SANBAG for review and validation prior to incorporation in the schedule.
- E. CONSULTANT shall report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met whether or not the reasons are within the CONSULTANT's control. In the event the Scope and Schedule of the Services is modified, and the modified Schedule is approved by SANBAG, CONSULTANT shall submit a revised Milestone Schedule. CONSULTANT shall perform the Services in accordance with the latest approved revision Milestone Schedule.

### Monthly Progress Reports

- A. On a monthly basis, CONSULTANT shall prepare and submit to SANBAG a monthly status report that indicates the work progress achieved during the period. The report shall summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations and an outline on the process which CONSULTANT, and SANBAG will follow to rectify the problem(s). The progress report shall be submitted with the monthly invoice. As a minimum, the monthly report should address the following specific areas:
  - 1. Time related project status via a bar chart schedule
  - 2. Physical progress
  - 3. Amendment summary history
  - 4. Narrative status report
  - 5. Earned Value Report
  - 6. Graphical comparisons for actual progress vs. earned and planned progress for: physical (%complete), performance (hours complete) and cash flow.
- B. CONSULTANT shall have the ability to monitor and update its Detailed Project Control Schedule during the execution of the work and shall submit at each Progress Meeting, an updated four-week, horizon schedule to be used in monitoring the progress of the work.
- C. A Progress Meeting between CONSULTANT, CALTRANS, and SANBAG shall be held, at minimum, on monthly basis to discuss the design progress, potential problems, plans for the next period, and other progress issues. SANBAG and CALTRANS will establish with CONSULTANT the dates and times of these

meetings. Three calendar days prior to each progress meeting, CONSULTANT shall provide SANBAG with a typewritten agenda for the meeting. CONSULTANT shall prepare typewritten meeting minutes and submit them to SANBAG and CALTRANS within seven calendar days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

- D. Project Coordination Meetings may be called by SANBAG, CALTRANS or the CONSULTANT at any time that any party requires discussion of Project issues. CONSULTANT shall prepare minutes of the meeting and submit them to SANBAG and CALTRANS.

### **Quality Assurance**

- A. CONSULTANT has total responsibility for the accuracy and completeness of all deliverables and any other work assigned to CONSULTANT. All services and deliverables furnished under this Scope of Services shall meet that responsibility through the implementation of a Quality Assurance Plan. CONSULTANT's Quality Assurance Plan shall be in effect throughout the entire Contract and, at minimum, shall establish the process necessary to ensure the following:
1. All deliverables and services shall be provided in a professional manner and meets the standards set forth herein.
  2. CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.
- B. CONSULTANT shall submit to SANBAG within 30 calendar days after receipt of Notice to Proceed two copies of their Quality Assurance Plan. SANBAG will review the plan established by CONSULTANT to determine if quality assurance procedures are adequate and appropriate to the complexity of the project requirements. Review comments will be returned to CONSULTANT within 14 calendar days. If appropriate, the revised plan, which incorporates the comments of SANBAG, should be resubmitted within seven calendar days of receipt of comments.
- C. Evidence that the Quality Assurance Plan is functioning will be periodically confirmed by SANBAG. Deliverables that do not conform to the approved plan will be returned to CONSULTANT without review by SANBAG.

### **Reproduction Services**

CONSULTANT shall provide the reproduction services required for the projects inclusive of the number of individual sets to be delivered for the submittal tasks outlined in this Scope of Services.

### **Submittal and Reviews**

- A. Reports prepared by CONSULTANT shall be submitted in draft form, and opportunity provided for SANBAG and CALTRANS to review and direct revisions prior to formal submittal. If so requested by SANBAG and CALTRANS, CONSULTANT shall make other submittals in draft form to provide opportunity for review and revisions.
- B. If CONSULTANT fails to submit the required deliverable items set forth in this Scope of Services, SANBAG shall have the right to withhold payment and/or terminate CONSULTANTS contract in accordance with the provisions entitled "Termination" included in this Contract.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 9

**Date:** June 14, 2007

**Subject:** Interstate 215 Bi-County (Orange Show Road – San Bernardino to the 60/91/215 Interchange - Riverside) Update

**Recommendation:**\* Receive Report on the Interstate 215 Bi-County Project. TN 83007000

**Background:** In early 2003 SANBAG and the Riverside County Transportation Commission approved a cooperative agreement to proceed with project development activities for the I-215 Bi-County Project. Concurrent with the approval of the cooperative agreement with RCTC, SANBAG approved consultant services contracts for preliminary engineering and development of an environmental document. The preliminary design and interchange design are ongoing. The preliminary purpose and need statement for the environmental document has been drafted. While RCTC has acted to not prioritize for funding the Riverside County segments of this project in the first ten (10) years of their new measure, project development work will continue on the entire corridor. SANBAG will proceed with project development for two interchanges, Barton Road and Washington/Mt. Vernon.

**Financial Impact:** This action has no financial impact. TN 83007000

**Reviewed By:** This item will be reviewed by the Major Projects Committee on June 14, 2007.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

\*

*Approved*  
*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 10

**Date:** June 14, 2007

**Subject:** Live Oak Canyon/Interstate 10 Interchange Final Design and Construction Support Contracts with URS Corporation

**Recommendation:\***

1. Approve Amendment No. 7 to contract no. 01-061 with URS Corporation for final design services for the Live Oak Canyon/Interstate 10 Interchange in the amount of \$49,992 as described below in the Financial Impact Section, and
2. Approve Contract No. 08-012 with URS Corporation to provide construction engineering support for the Live Oak Canyon Interstate 10 Interchange in the amount of \$100,490 as described below in the Financial Impact Section.

TN 84308000

**Background:** As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928 of 2000, SANBAG was the designated recipient of \$11 million for the Live Oak Canyon/Interstate 10 Freeway Interchange in the city of Yucaipa. Elements of this project have been completed including the construction of the 14<sup>th</sup> Street Bridge over Wilson Creek and a substantial amount of the required environmental clearances and the Plans, Specifications, and Estimates (PSE) package for the interchange reconstruction.

In 2002, not long after California voters overwhelmingly approved Proposition 42 dedicating the sales tax on gasoline to transportation, then Governor Davis and

\*

*Approved*  
*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

mpc0706j-dmk  
84308000

the State Legislature chose to suspend the flow of these funds to transportation projects including the Live Oak Canyon interchange project. This project which was 95% designed and awaiting final environmental clearances was placed on the shelf because the remaining \$8.7 million of TCRP funds that would be used to partially fund the construction phase of the project was not available in the foreseeable future. With the announcement from Governor Schwarzenegger that Proposition 42 funds would not be suspended in Fiscal Year 2005/06 the Live Oak Canyon/I-10 project and other TCRP projects were once again restarted.

Over the past several years, due to the unpredictability of the TCRP program, this contract has been amended several times to extend the term of the contract. Amendment No. 4 to contract 01-061 approved by the Board in December 2005, was necessary to address significant design standard changes instituted by Caltrans. This amendment, Amendment No. 7, funds the redesign of the landscape component of the interchange design requested by the City of Yucaipa and is fully funded by the City through Cooperative agreement 06-036. This amendment will also extend the term of this contract to December 31, 2007.

The second action requested is approval of contract no. 08-012 with URS Corporation for construction engineering support for this project. Once a project moves to the construction stage it is necessary to make the design consultant who prepared the plans available for consultation and corrections during the construction process. Frequently the contractors and construction field staff require from the designer of record either additional information, authorization for changes, or corrections in order to proceed with construction.

No precise scope of work for this type of contract can be specified since it depends entirely on how things go in the field. This is a task order contract in the amount of \$100,490 that should adequately cover construction engineering for a project of this size and 2½ year construction period and is comparable to construction engineering services contracts for other SANBAG freeway construction projects.

**Financial Impact:** These actions are consistent with the 2007/08 Budget. TN 84308000

**Reviewed By:** This item will be reviewed by the Major Projects Committee on June 14, 2007.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

**SANBAG Contract No. 01-061-07**

by and between  
The San Bernardino count Transportation Authority  
 and  
URS Corporation  
 for

Landscape Design Services for Live Oak / I-10 Interchange Project

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>01-061</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>951,083.00</u>	Previous Amendments Total:	\$ <u>713,706.00</u>
Contingency Amount:	\$ <u>122,157.00</u>	Previous Amendments Contingency Total:	\$ <u>0</u>
		Current Amendment:	\$ <u>49,992.00</u>
		Current Amendment Contingency:	\$ <u>0</u>

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 1,836,938.00**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>8430700</u>	<u>5553</u>	<u>City of Yucaipa</u>	_____	\$ <u>49,992</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 5/01 Contract Start: 5/01 Contract End: 6/30/05  
 New Amend. Approval (Board) Date: 7/11/07 Amend. Start: 7/11/07 Amend. End: 12/31/07

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>08</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>0</u>
	\$ <u>49,992.00</u>		

Is this consistent with the adopted budget? ☒ Yes ☐ No  
 If yes, which Task includes budget authority? 0843  
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %

Task Manager: **Darren Kettle**

Contract Manager: **Chuck Wisdom**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date



**SANBAG CONTRACT NO. 01-061**

**AMENDMENT NO. 7**

**AGREEMENT BY AND BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**URS Corporation**

This AMENDMENT No. 7 to SANBAG Contract No. 01-061 entered into as of this 11th day of July 2007 by and between URS Corporation (hereinafter called Consultant) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH,

WHEREAS, SANBAG, under SANBAG Contract No. 01-061, has contracted with Consultant to provide plans, specification, construction bid documents, and a Categorical Exemption/Categorical Exclusion for the reconstruction of the Live Oak/I-10 interchange, and

WHEREAS, the parties desire to amend the aforesaid contract to revise the scope of work and contract amount to revise and update the Live Oak/I-10 interchange landscape design, and

WHEREAS, on July 11, 2007 the SANBAG Board approved an additional \$49,992 for a total of \$1,836,938 to fund the additional contract costs associated with the expanded scope of services, as detailed in Attachment "A";

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 01-061 as follows:

1. CONSULTANT shall perform the additional services as detailed in Attachment "A".
2. Under Article 3, Contract Price and Cost Principles, Subsection 3.2, shall be amended to read as follows:

The total costs shall not exceed \$1,836,938 including contingency.

3. Extend the completion date of this contract to December 31, 2007.
4. Except as amended by this Amendment, all other provisions of Contract 01-061 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

URS Corporation

San Bernardino County Transportation  
Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:

By: \_\_\_\_\_

Jean-Rene Basle  
SANBAG Counsel

Date: \_\_\_\_\_



May 30, 2007

Chuck Wisdom  
SANBAG  
1170 W 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

Re: I-10/Live Oak Canyon Road Interchange Reconstruction Project – Scope of Services  
required to modify PS&E and secure State Approval

Dear Mr. Wisdom:

URS and our landscape architect, Tatsumi and Partners, are pleased to provide a proposal to prepare supplemental PS&E for planting and irrigation for the subject project. At SANBAG's direction, the original plan has been removed from the PS&E and will be replaced by a new planting and hardscape scheme.

**Description**

The proposed services consist of preliminary and final design and preparation of stand-alone planting and irrigation plans, specifications, and estimate. Attachment B defines the limits of planting and irrigation design. It is understood that SANBAG will advertise, award and administer the construction contract or issue a contract change order to a contractor currently providing services to SANBAG.

**Fee for Services**

An estimate for the additional services is included as Attachment A.

If you have any questions regarding this matter, please contact me at (714) 648-2749.

Sincerely,

URS Corporation

A handwritten signature in black ink, appearing to read "Shannon Willits".

Shannon Willits, PE  
Senior Project Manager

URS Corporation  
2020 East First Street, Suite 400  
Santa Ana, CA 92705  
Tel: 714.835.6886  
Fax: 714.657.7147  
www.urscorp.com

5/30/2007

# URS ADDITIONAL DESIGN SERVICES

## I-10/LIVE OAK INTERCHANGE

### RECONSTRUCTION

**DIRECT LABOR**

<u>CLASSIFICATION</u>	<u>HOURS</u>	<u>AVERAGE RATE</u>	<u>TOTAL</u>
	0	\$75.00	\$0
PRINCIPAL TRAFFIC ENGINEER	8	\$59.00	\$472
PROJ MGR / SR PROJ ENGR	16	\$52.00	\$832
SR TRAFFIC ENGINEER	0	\$38.00	\$0
PROJECT ENGINEER	16	\$32.00	\$512
TRAFFIC ENGINEER	16	\$26.00	\$416
DESIGN ENGINEER / CADD TECH	2	\$24.00	\$48
ADMINISTRATIVE ASSISTANT			
<b>TOTAL HOURS</b>	<b>58</b>		

SUBTOTAL DIRECT LABOR COSTS	\$2,280
SALARY ESCALATION	0.00%
TOTAL DIRECT LABOR COSTS	\$2,280

**INDIRECT COSTS (Combined O/H + G&A)**

<u>RATE</u>	<u>TOTAL</u>
150.00%	\$3,420

TOTAL INDIRECT COSTS	\$3,420
----------------------	---------

<b>FEE</b>	<u>RATE</u>	
	10.00%	\$570

**OTHER COSTS**

TRAVEL/REPRO/MAIL	\$ 100
-------------------	--------

SUBTOTAL	\$100.00
----------	----------

**SUBCONTRACTOR**

Tatsumi &amp; Partners

<u>HOURS</u>	\$43,622
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SUBTOTAL	\$43,622
----------	----------

**TOTAL COST****CONTINGENCY**

TOTAL COSTS:	\$49,992
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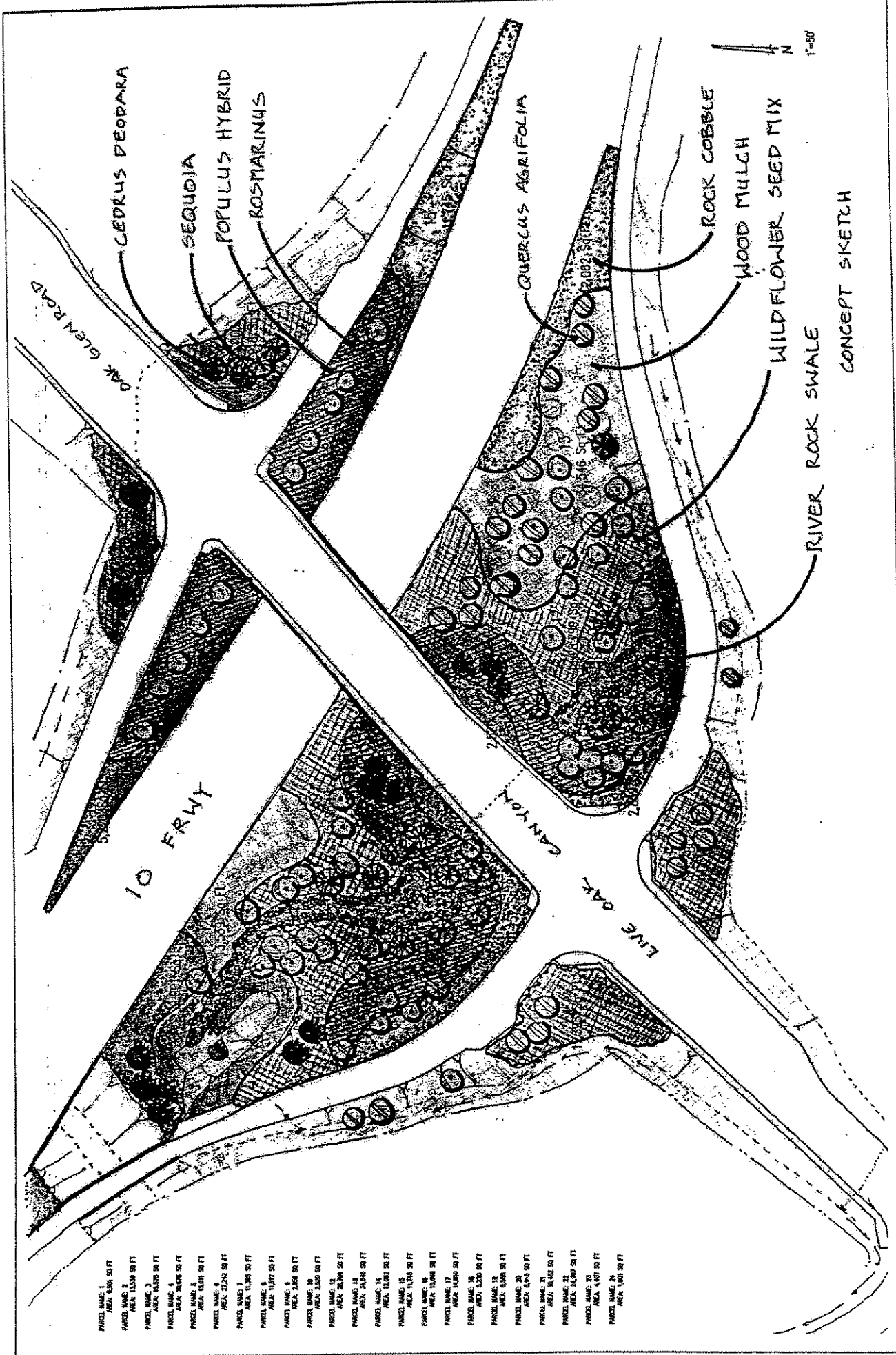
**Labor**

I-10/Live Oak Canyon Road Fee Proposal												
TASK	STAFF / RATE / HOURS									HOURS TOTAL	FEE TOTAL	
	Sr. Principal		Sr. Assoc.		Assoc.		Tech. Staff		Staff			
	Hours	\$238.00	Hours	\$144.00	Hours	\$120.00	Hours	\$79.00	Hours			\$65.00
Task 1 - Project Management/Meetings												
Project Management		\$0.00		\$0.00	6	\$720.00		\$0.00		\$0.00	6	
Task 2 - 35% Planting & Irrigation Plans												
Irrigation Plan		\$0.00		\$0.00	2	\$240.00	42	\$3,318.00		\$0.00	44	
Irrigation Details, Notes, Legends		\$0.00		\$0.00	3	\$360.00	6	\$474.00		\$0.00	9	
Irrigation Specifications		\$0.00		\$0.00	2	\$240.00		\$0.00		\$0.00	2	
Planting Plan		\$0.00		\$0.00	2	\$240.00	84	\$6,636.00		\$0.00	86	
Planting Details, Notes, Legends		\$0.00		\$0.00	1	\$120.00	6	\$474.00		\$0.00	7	
Planting Specifications		\$0.00		\$0.00	1	\$120.00		\$0.00		\$0.00	1	
Cost Estimate		\$0.00		\$0.00	1	\$120.00	9	\$711.00		\$0.00	10	
Meetings		\$0.00		\$0.00	2	\$240.00		\$0.00		\$0.00	2	
Task 2 - 65% Planting & Irrigation Plans												
Irrigation Plan		\$0.00		\$0.00	4	\$480.00	126	\$9,954.00		\$0.00	130	
Irrigation Details, Notes, Legends		\$0.00		\$0.00	3	\$360.00	18	\$1,422.00		\$0.00	21	
Irrigation Specifications		\$0.00		\$0.00	4	\$480.00		\$0.00		\$0.00	4	
Planting Plan		\$0.00		\$0.00	4	\$480.00	28	\$2,212.00		\$0.00	32	
Planting Details, Notes, Legends		\$0.00		\$0.00	3	\$360.00	18	\$1,422.00		\$0.00	21	
Planting Specifications		\$0.00		\$0.00	4	\$480.00		\$0.00		\$0.00	4	
Cost Estimate		\$0.00		\$0.00	2	\$240.00	28	\$2,212.00		\$0.00	30	
Meetings		\$0.00		\$0.00	6	\$720.00		\$0.00		\$0.00	6	
Task 2 - 95% Planting & Irrigation Plans												
Irrigation Plan		\$0.00		\$0.00	1	\$120.00	33	\$2,607.00		\$0.00	34	
Irrigation Details, Notes, Legends		\$0.00		\$0.00	1	\$120.00	3	\$237.00		\$0.00	4	
Irrigation Specifications		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	
Planting Plan		\$0.00		\$0.00		\$0.00	18	\$1,422.00		\$0.00	18	
Planting Details, Notes, Legends		\$0.00		\$0.00	1	\$120.00	4	\$318.00		\$0.00	5	
Planting Specifications		\$0.00		\$0.00	1	\$120.00		\$0.00		\$0.00	1	
Cost Estimate		\$0.00		\$0.00	1	\$120.00	5	\$395.00		\$0.00	6	
Meetings		\$0.00		\$0.00	1	\$120.00		\$0.00		\$0.00	1	
Task 3 - 100% Planting & Irrigation Plans												
Irrigation Plan		\$0.00		\$0.00		\$0.00	6	\$474.00		\$0.00	6	
Irrigation Details, Notes, Legends		\$0.00		\$0.00		\$0.00	2	\$158.00		\$0.00	2	
Irrigation Specifications		\$0.00		\$0.00	1	\$120.00		\$0.00		\$0.00	1	
Planting Plan		\$0.00		\$0.00		\$0.00	7	\$553.00		\$0.00	7	
Planting Details, Notes, Legends		\$0.00		\$0.00		\$0.00	2	\$158.00		\$0.00	2	
Planting Specifications		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	
Cost Estimate		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	
Meetings		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	
Task 4 - Final Planting & Irrigation Plans												
Irrigation Plan		\$0.00		\$0.00		\$0.00	3	\$237.00		\$0.00	3	
Irrigation Details, Notes, Legends		\$0.00		\$0.00		\$0.00	2	\$158.00		\$0.00	2	
Irrigation Specifications		\$0.00		\$0.00	1	\$120.00		\$0.00		\$0.00	1	
Planting Plan		\$0.00		\$0.00		\$0.00	2	\$158.00		\$0.00	2	
Planting Details, Notes, Legends		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	
Planting Specifications		\$0.00		\$0.00	1	\$120.00		\$0.00		\$0.00	1	
Cost Estimate		\$0.00		\$0.00	1	\$120.00	2	\$158.00		\$0.00	3	
Meetings		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	
HOURS SUBTOTAL	0		0		62		458		0		520	
COST SUBTOTAL		\$0.00		\$0.00		\$7,440.00		\$36,182.00		\$0.00	\$43,622.00	

\* Not including reimbursables. In-House Reimbursables will be billed at cost. Outside expenses will be billed at cost plus 10%.

#### SUMMARY OF ASSUMPTIONS:

1. No additional coordination meetings and/or construction support will be needed.
2. Reproduction/Plotting: 10 sets of half-size (11"x17") prints at 35% and 65% submittals, 10 sets of half-size (11"x17") and 1 full-size plots on bond (24"x36") at 100%/AFC submittals.
3. Travel/Mileage: Up to three round trips on-site field work plus three round trips for PDT/Coordination meetings.
4. Assumes URS will provide Tatsumi and Partners with cut-sheet format digital files as well as master (entire length) digital file 50 scale (imperial) or 1:500 (metric).
5. Assumes URS will provide electrical and plumbing engineering services for connection to irrigation controller, water source points of connections, and booster pumps (if necessary).
6. This fee proposal assumes as-built plans will be available to Tatsumi and Partners.
7. This fee proposal assumes that Caltrans and/or landscape contractor personnel will assist Tatsumi staff to verify existing on-site as-built conditions such as, but not limited to, condition of existing backflow preventors, crossovers, valves, water m



**SANBAG Contract No. C08012**

by and between

San Bernardino County Transportation Authority

and

URS Corporation

for

Construction Support Services for Live Oak / I-10 Interchange Project

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment	
Notes:				
Original Contract: \$ 100,490		Previous Amendments Total: \$ 0		
		Previous Amendments Contingency Total: \$ 0		
Contingency Amount: \$ _____		Current Amendment: \$ 0		
		Current Amendment Contingency: \$ 0		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ 100,490</b>
↓ Please include funding allocation for the original contract or the amendment.				
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Grant ID</b>	<b>Amounts</b>
84307000	5553	City of Yucaipa	_____	\$ 100,490
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>7/11/07</u>		Contract Start: <u>7/11/07</u>		Contract End: <u>12/31/09</u>
New Amend. Approval (Board) Date: _____		Amend. Start: _____		Amend. End: _____
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: _____ \$ _____	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>		\$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, which Task includes budget authority? <u>0843</u>				
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Darren Kettle</b>			Contract Manager: <b>Herald Lantis</b>	

[Signature] 6-5-07  
Task Manager Signature Date

[Signature] 6/5/07  
Chief Financial Officer Signature Date

[Signature] 6/5/07  
Contract Manager Signature Date

Filename:

H:\My Documents\URS construction support contract.doc  
TN 84300



**CONTRACT NO: C08012**

**EFFECTIVE DATE: July 11, 2007**

**by and between**

**San Bernardino Associated Governments/San Bernardino  
County Transportation Authority**

**and**

**URS Corporation.**

**For**

**Construction Support Services**

**for**

**Live Oak / I-10 Interchange Project**

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**CONTRACT**  
**FOR**  
**CONSTRUCTION SUPPORT SERVICES**

This Contract, entered into this 11th day of July, 2007, by the firm of URS Corporation. (hereinafter called CONSULTANT) whose address is:

and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereinafter called SANBAG) whose address is:

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, California 92410

Whereas, SANBAG desires CONSULTANT to perform certain technical services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1      Description of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", in accordance with high professional engineering and land surveying standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing engineering standards.

**Article 2      Performance Schedule and Force Majeure**

2.1      The Period of Performance by CONSULTANT under this Contract shall commence on July 11, 2007 and shall continue in effect for twenty four (24) months or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.

2.2      CONSULTANT shall not be considered in default in the performance of its duties and obligations with respect to schedule performance to the extent that

the performance of any obligation is prevented or delayed by Force Majeure. In any event, CONSULTANT shall use its best efforts to minimize any schedule extension or additional cost to SANBAG resulting from such delay. Force Majeure includes, but is not limited to, acts of God or of the public enemy, acts or failures to act of other agencies, in either their sovereign or contractual capacity, voter initiatives, legal actions, changes in law, fires, floods, labor disputes, freight embargoes, unusually severe weather and interference caused by, or failure to act of, SANBAG, SANBAG'S consultants (other than CONSULTANT), or other third parties. In every case, the failure to perform must be completely beyond the control and without the fault or negligence of CONSULTANT.

### **Article 3      Contract Price and Cost Principles**

- 3.1 Full compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this contract, payment by CONSULTANT of all obligations incurred in, or application to, CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), the total compensation to CONSULTANT shall not exceed the amounts set forth in 3.2 below.
- 3.2 The total cost shall not exceed \$100,490.00. Services will be performed on a task order basis. Each Task Order shall be cost reimbursable plus fixed rate fee amount. SANBAG's Contract Manager has the authority to negotiate and approve each Task Order. Services provided in each Task Order shall be based on Attachment "A", Scope of Services. The cost of each Task Order shall be based on the CONSULTANT's Rate Sheet, Attachment "B".
- 3.3 CONSULTANT'S overhead rates will be fixed, as agreed upon in Attachment "B" for the duration. The fixed overhead rate will not be subject to adjustment. The maximum salary rate established for this contract is \$60.00 per hour and shall remain at this rate for the duration of this contract. Overtime and premium labor rates are not permitted without prior authorization from SANBAG.
- 3.4 Not used.
- 3.5 The Cost principles set forth in Part 31 of the Federal Acquisition Regulation (FAR) as constituted on the effective date of this contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
  - 3.5.1 The CONSULTANT agrees to comply with Federal procedures in accordance with 49 CFR, part 19, Uniform Administrative

Requirements for Grants and Cooperative Agreements to State and Local Governments.

- 3.5.2 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by CONSULTANT to SANBAG.
- 3.5.3 Any subcontract, entered into as a result of this contract shall contain all of the provisions of this Section 3.5.
- 3.6 Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required. All changes and/or modifications to the Scope of Services shall be made in accordance with Article 12, Changes.

**Article 4 Availability of Funds**

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds which are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services which will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

**Article 5 Taxes, Duties, Fees**

Except to the extent expressly provided otherwise elsewhere in this Contract, CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

**Article 6 Invoicing and Payments**

- 6.1 Except to the extent expressly stated otherwise elsewhere in this Contract, the

compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.

- 6.2 CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four to five week period. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.
- 6.3 CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during the period covered by the invoice have been incurred. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such evidence.
- 6.4 CONSULTANT shall include a statement and release with each invoice, satisfactory to SANBAG, that CONSULTANT has fully performed Services pursuant to this Contract for the period covered, and that all claims of CONSULTANT and its subcontractors for Services during the period will be satisfied upon the making of such payment. SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT furnishes such statement and release.
- 6.5 CONSULTANT shall submit separate progress invoices (marked with SANBAG'S contract and job numbers) to SANBAG each month within fifteen (15) calendar days after the cutoff date. Progress invoices shall include request for payment for Services (including additional Services authorized by SANBAG's contract manager) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT'S progress invoice shall be consistent from each period. Each progress payment shall be for cost incurred plus the fee completed by CONSULTANT, as determined by SANBAG in accordance with the terms of this Contract and approved by SANBAG, as of the working day nearest the mutually agreed cutoff date. Payment shall not be construed to be an acceptance of Services.
- 6.6 CONSULTANT shall forfeit the fee portion of the progress payment for the period if CONSULTANT fails to submit an invoice within sixty (60) calendar days after the cutoff date.
- 6.7 CONSULTANT shall forfeit all costs incurred if CONSULTANT fails to submit an invoice within one-hundred twenty (120) calendar days after the cutoff date.

## **Article 7      Documentation and Right of Audit**

- 7.1      CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.
- 7.2      The State, the state auditor, FHWA or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, any documents of the Consultant that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## **Article 8      Responsibility of the Engineer**

- 8.1      The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all calculations, drawings, notes and other services furnished by the CONSULTANT under terms of this Contract.
- 8.2      In addition to any other requirements of this Contract or duties and obligations imposed on CONSULTANT by law, the CONSULTANT shall, as an integral part of its services, employ quality control procedures that identify potential risks and uncertainties related to construction of the project and the services performed by CONSULTANT within the areas of CONSULTANT services and expertise. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impact on adjacent properties, public safety, and environmental considerations. At any time during performance of the contracted Scope of Services, should the CONSULTANT observe, encounter, or identify any unusual circumstances or uncertainties which could pose potential risk and uncertainties, CONSULTANT shall immediately document such matters and notify SANBAG of said circumstances and related concerns. CONSULTANT shall also similarly notify SANBAG in regard to the possibility of any natural catastrophe, potential failure, or any situation that exceeds design assumptions and could precipitate a failure. Notifications under this paragraph shall be specific, clear and timely, and in a form which will enable SANBAG to understand and evaluate the magnitude and effect of the risk and uncertainties involved.

**Article 9      Reporting Requirements/Deliverables**

All Reports and deliverables shall be submitted in accordance with Attachment "A".

**Article 10     Permits and Licenses**

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

**Article 11     Technical Direction**

11.1    Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or his designee, as identified in Attachment "A", Scope of Services, attached to this Contract. The SANBAG Contract manager will identify his designee, in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the contract period. The term "Technical Direction" is defined to include, without limitation:

11.1.1    Directions to the CONSULTANT which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2    Provision of written information to the CONSULTANT which assists in the interpretation of drawings, reports, or technical portions of Service description.

11.1.3    Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CONSULTANT to SANBAG or Caltrans under the contract.

11.2    Technical direction must be within the Scope of Services in the contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:

11.2.1    Constitutes an assignment of additional Services outside the Scope of Services;

11.2.2    Constitutes a change as defined in the contract clause entitled "Changes";

11.2.3    In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for contract performance;



- 11.2.4 Changes any of the expressed terms, conditions or specifications of the contract; or
  - 11.2.5 Interferes with the CONSULTANT'S right to perform the terms and conditions of the contract.
  - 11.2.6 A failure of the CONSULTANT and Contract Administrative Manager to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes".
- 11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or his designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or his designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or his designee, falls within one of the categories defined in 11.2.1 through 11.2.5 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
- 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT'S letter that the technical direction is or is not within the scope of the contract "Changes" clause of the contract;
  - 11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a written change order.

## **Article 12     Changes**

- 12.1 The Services shall be subject to changes by additions, deletions, or revisions thereto by SANBAG. CONSULTANT will be advised of any such changes by written notification from SANBAG describing the change.
- 12.2 Promptly after such written notification of change is given to CONSULTANT by SANBAG, CONSULTANT and SANBAG will attempt to negotiate a mutually agreeable change in compensation or time of performance and amend the Contract accordingly. If sufficient funds exist in the contingency, SANBAG may, at its option, provide written direction to

CONSULTANT that contingency funds may be used for compensation for the change. If CONSULTANT and SANBAG are unable to agree on the compensation change, the CONSULTANT may make a claim per Article 20, CLAIMS. CONSULTANT shall have no obligation to perform the changes, and shall not be entitled to compensation for Services performed on such changes, prior to the execution of the change order relating to the changes required by SANBAG.

- 12.3 CONSULTANT shall not suspend performance of this Contract during the negotiation of any change order, except as may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with all the terms of this contract.

## **Article 13 Federal and State Mandatory Provisions**

### **13.1 Equal Employment Opportunity/Nondiscrimination**

- 13.1.1 In connection with the execution of this contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.
- 13.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 13.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 13.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 13.1.5 In the event of the CONSULTANT'S noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 13.1.6 The CONSULTANT shall include the provisions of paragraphs (13.1.1) through (13.1.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

## 13.2 Handicapped Workers

- 13.2.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff

or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **Article 14      Conflict of Interest**

- 14.1    The CONSULTANT agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further agrees that in the performance of this Agreement, no person having any such interest shall be employed.
- 14.2    No portion of the funds received by the CONSULTANT under this Agreement shall be used for political activity or to further the election or defeat of any candidate for public office.

#### **Article 15      Key Personnel**

- 15.1    The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the project. Diversion or reallocation of key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.
- 15.2    Key Personnel are:

#### **Article 16      Representations**

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that he is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform with high professional and engineering principles and standards which are generally accepted in the State of California.

#### **Article 17      Proprietary Rights/Confidentiality**

- 17.1    If, as a part of the Contract, CONSULTANT is required to produce Products, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG

the original of all such Products which shall become the property of SANBAG.

- 17.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONSULTANT without the express written consent of SANBAG.
- 17.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 17, PROPRIETARY RIGHTS/CONFIDENTIALITY, which are produced by CONSULTANT for SANBAG in the performance and completion of CONSULTANT'S Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.
- 17.4 CONSULTANT shall not use SANBAG'S name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- 17.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.
- 17.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT'S knowledge and belief, the right to disclose the same.

## **Article 18      Terminations**

- 18.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by

written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG'S instruction, and shall turn over such Work in accordance with SANBAG's instructions.

- 18.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG'S instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.
  - 18.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
  - 18.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's field tools and equipment, if any, to it or its suppliers' premises, or to turn over Work in progress and Products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 18.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the Products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.

18.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.

18.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

#### **Article 19 Stop Work Orders**

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any operations of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 18. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

#### **Article 20 Claims**

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event which CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT'S claim, which statement shall include CONSULTANT'S detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

#### **Article 21 Insurance**

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

21.1 Professional Liability Insurance coverage in an amount not less than

\$1,000,000, per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.

- 21.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits, covering all persons providing services on behalf of CONSULTANT.
- 21.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.
- 21.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 21.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Authority and Fluor Daniel, Inc. (project administration consultant) as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

## **Article 22 Indemnity**

CONSULTANT agrees to indemnify, hold harmless, and defend SANBAG, and their officers, employees (past and present), agents, and representatives including Fluor Daniel, Inc., from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and



- 22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorneys' fees, incurred by SANBAG for legal action to enforce CONSULTANT'S indemnification obligations hereunder.

#### **Article 23      Ownership of Drawings and Data**

All drawings, specifications reports and other data developed by CONSULTANT under this agreement shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

#### **Article 24      Subcontracts**

- 24.1 CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT'S proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG'S approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 24.2 CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG'S approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.
- 24.3 Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

#### **Article 25      Inspection and Access**

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

## **Article 26     Independent Contractor**

CONSULTANT is and shall be at all times an independent CONTRACTOR. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

## **Article 27     Precedence**

- 27.1    The Contract documents consist of these General Terms and Conditions, and Attachment "A" - Scope of Services, Attachment "B" - Billing Rate Schedule, CONSULTANT's Statement of Qualifications and SANBAG's Request for Qualifications are incorporated herein by reference.
- 27.2    The following order of precedence shall apply:
- 27.2.1    This Contract, its General Terms and Conditions, and Attachments
  - 27.2.2    CONSULTANT's Statement of Qualifications
  - 27.2.3    SANBAG's Request for Qualifications
- 27.3    In the event of an express conflict between the documents listed in Article 27.2, or between any other documents which are a part of the Contract, CONSULTANT shall notify SANBAG immediately and shall comply with SANBAG's resolution of the conflict.

## **Article 28     Communications and Notices**

- 28.1    Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 28. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name: URS Corporation.  
Address:

Attn:  
Phone:  
Fax:

For SANBAG:

Name: San Bernardino Associated Governments  
Address: 1170 W. 3<sup>rd</sup> Street, Second Floor  
San Bernardino, California 92410  
Attn: Mr. Darren Kettle  
Phone: (909) 889-8611 x153  
Fax: (909) 388-2002

- 28.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's contract and job numbers.

## **Article 29 Disputes**

- 29.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or his duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.
- 29.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

## **Article 30 Gratuities**

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG or Fluor Daniel, Inc., gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

## **Article 31      Review and Acceptance**

- 31.1 All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective Work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Services.
- 31.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be completed or which are unsatisfactory.
- 31.3 In the event SANBAG does not accept Services or Products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or Products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or Products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

## **Article 32      Safety**

CONSULTANT shall comply strictly with all local, municipal, state, and federal safety and health laws, orders and regulations applicable to CONSULTANT'S operations in the performance of Services hereunder.

## **Article 33      Assignment**

CONSULTANT shall not assign this Contract wholly or in Part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

## **Article 34      Amendments**

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contracts

Manager or other duly authorized representative.

### **Article 35     Governing Law and Venue**

This Contract shall be subject to the law and jurisdiction of the State of California. The parties acknowledge and agree that this agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

### **Article 36     Suspension of Services**

- 36.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Work Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Work Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.
- 36.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 20, CLAIMS herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

### **Article 37     Contingent Fee**

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a Commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **Article 38     Entire Document**

- 38.1 This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 38.2 No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 38.3 As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

### **Article 39     Attorney's Fees**

- 39.1 If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 22, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**URS Corporation.**

**San Bernardino County Transportation Authority**

By: \_\_\_\_\_

By: \_\_\_\_\_

President, SANBAG Board  
of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Jean-Rene Basle  
SANBAG Counsel

# ATTACHMENT A



May 30, 2007

Chuck Wisdom  
SANBAG  
1170 W 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

**Re: I-10/Live Oak Canyon Road Interchange Reconstruction Project – Scope of Services for Post-Design and Construction Support**

Dear Mr. Wisdom:

URS is pleased to provide our proposal for Post-Design and Construction Support Services on the subject project.

## Description

The proposed services consist of post-design activities to support SANBAG in the bid, construction, and construction close-out phases of the I-10 / Live Oak Canyon Road Interchange Reconstruction Project. URS acknowledges that SANBAG will utilize its own staff, augmented by separate consultant services, to administer and oversee construction and the construction contractor, and serve as liaison to Caltrans, City of Yucaipa, and other 3<sup>rd</sup> parties. These activities include inspection, surveying, materials testing, and overall construction management, under the direction of a resident engineer. As the project designer, URS will support SANBAG staff by providing the following tasks on an on-call basis:

- Assemble design documentation and prepare a resident engineer file
- Prepare grid grades
- Provide electronic drawing files
- Prepare responses to Requests for Information (RFI)
- Conduct Shop Drawing Reviews
- Attend meetings
- Prepare as-builts
- Management and administration of support services

Other services that SANBAG construction management staff may request, but are not accounted for in URS' fee estimate, include:

URS Corporation  
2020 East First Street, Suite 400  
Santa Ana, CA 92705  
Tel: 714.835.6886  
Fax: 714.667.7147  
www.urscorp.com



C. Wisdom  
SANBAG  
May 30, 2007  
Page 2

- Prepare cut cross sections
- Assistance with State Furnished Materials
- Prepare contract addenda
- Conduct design and prepare plans to support owner initiated construction contract change orders

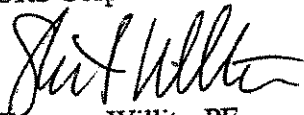
### Fee for Services

Because of the on-call nature of the services, URS proposes to provide services on a time and materials basis. The above services will only be performed when a written request is received from authorized SANBAG staff. An estimate for the activities anticipated is included as Attachment A. Actual fees will vary depending upon services requested. URS expects to retain CH2M Hill, as a subconsultant, to provide support services commensurate with the design they prepared. URS will provide monthly progress reports and invoices.

If you have any questions regarding this matter, please contact me at (714) 648-2749.

Sincerely,

URS Corporation



Shannon Willits, PE  
Senior Project Manager

# URS CONSTRUCTION SUPPORT SERVICES

5/30/2007

## I-10/LIVE OAK INTERCHANGE RECONSTRUCTION

### DIRECT LABOR

<u>CLASSIFICATION</u>	<u>HOURS</u>	<u>AVERAGE RATE</u>	<u>TOTAL</u>
PRINCIPAL TRAFFIC ENGINEER	2	\$75.00	\$113
PROJ MGR / SR PROJ ENGR	52	\$62.00	\$3,224
SR TRAFFIC ENGINEER	161	\$52.00	\$8,372
PROJECT ENGINEER	34	\$39.00	\$1,326
TRAFFIC ENGINEER	178	\$32.00	\$5,680
DESIGN ENGINEER / CADD TECH	218	\$26.00	\$5,655
ADMINISTRATIVE ASSISTANT	24	\$24.00	\$576
<b>TOTAL HOURS</b>	<b>668</b>		

SUBTOTAL DIRECT LABOR COSTS	\$24,946
SALARY ESCALATION	5.12%
TOTAL DIRECT LABOR COSTS	\$26,222

### INDIRECT COSTS (Combined O/H + G&A)

<u>RATE</u>	<u>TOTAL</u>
150.00%	\$39,333

TOTAL INDIRECT COSTS	\$39,333
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<u>FEE</u>	<u>RATE</u>	
	10.00%	\$6,555

### OTHER COSTS

TRAVEL/REPRO/MAIL	\$ 3,600
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SUBTOTAL	\$3,600.00
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### SUBCONTRACTOR

<u>HOURS</u>	
CH2M HILL	\$24,780

SUBTOTAL	\$24,780
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TOTAL COST	\$100,490
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CONTINGENCY	\$0
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TOTAL COSTS:	\$100,490
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## LABOR BREAKDOWN &amp; COST CALCULATIONS

I-10/LIVE OAK INTERCHANGE RECONSTRUCTION		HOURS BY CLASSIFICATION										COSTS		
WORKITEM	Unit	\$ 75.00	\$ 62.00	\$ 52.00	\$ 38.00	\$ 32.00	\$ 26.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	Raw Labor	OH & Fee 150% & 10%	Escalation 5.12%
On-Call Tasks														
1 Design Doc / RE File	1		4	16	16							\$ 1,898	\$ 3,318	\$ 267
2 Grid Grades	10		2	40		80						\$ 4,764	\$ 8,337	\$ 870
3 Cut Cross Sections	0											\$ -	\$ -	\$ -
4 Electronic Drawing Files	160		4		16		160					\$ 5,032	\$ 8,806	\$ 708
5 State Furnished Materials	0											\$ -	\$ -	\$ -
6 Contract Addenda	0											\$ -	\$ -	\$ -
7 Requests for Information (RFI)	15			60		30	30					\$ 4,860	\$ 8,505	\$ 684
8 CCO Support	0											\$ -	\$ -	\$ -
9 Shop Drawing Reviews	4			40								\$ 3,640	\$ 6,370	\$ 512
10 Meetings	6		8	24								\$ 1,744	\$ 3,052	\$ 245
11 As-Builts	100			40		100	100					\$ 7,980	\$ 13,790	\$ 1,109
12 Repro / Mail / Travel / Other	24											\$ -	\$ -	\$ -
13 Management & Administration	24	2	48					24				\$ 3,702	\$ 6,479	\$ 521
Subtotal		2	68	220	72	210	230	32				\$ 33,518	\$ 58,558	\$ 4,776
TOTALS		2	66	220	72	210	230	32						
URS - Roadway		1.5	52	161	34	177.5	217.5	24				\$ 24,946	\$ 43,655	\$ 3,510
CH2M HILL - Bridge / Staging		0.5	14	59	38	32.5	72.5	8				\$ 8,573	\$ 15,002	\$ 1,208
Repro / Mail / Travel / Other												\$ -	\$ -	\$ -
Salary Escalation														
Check														\$ 100,490

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 11

**Date:** June 14, 2007

**Subject:** Construction Contract for Live Oak Canyon/Interstate 10 Interchange

**Recommendation:\*** Authorize staff to proceed directly to Board for award of Construction Contract of the Live Oak Canyon/Interstate 10 Interchange

**Background:** **This action is in anticipation of a new construction contract.** The Live Oak Canyon Road/Interstate 10 Interchange reconstruction in Yucaipa is currently out to bid with bids scheduled to open the afternoon of June 28, 2007. This project includes the construction of a new five lane wide bridge over Interstate 10, on/off ramp realignment and signalization. The engineer's estimate is \$11.4 million. The projects is fully funded through a variety of sources including Traffic Congestion Relief Program (TCRP), developer fees, and the City of Yucaipa which has advanced City funds to be repaid from Measure I 2010-2040.

Proceeding directly to the Board meeting following the bid opening will expedite our ability to issue a notice to proceed to the contractor to start construction activities. State contracting law mandates that the lowest responsible and responsive bidder be awarded the contract.

**Financial Impact:** This item has no impact on the FY 2006/07 Budget. TN 07843000.

**Reviewed By:** This item will be reviewed by the Major Projects Committee on June 14, 2007.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

\*

*Approved*

*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 12

**Date:** June 14, 2007

**Subject:** Amendment No. 5 to Purchase Order 0432 with P&D Consultants for construction management services for the State Route 71 Landscape Project

**Recommendation:\*** 1. Approve Amendment No. 5 to Purchase Order No. 0432 with P&D Consultants increasing the amount by \$35,000 to provide Construction Management Services for Route 71 Landscaping completion project, and  
2. Amend the SANBAG 2007/08 Budget increasing expenditures and revenues in Task Number 81808000 in the amount of \$35,000 as detailed in the Financial Impact Section. Funding sources is Measure I Valley Major Projects.  
TN 81808000

**Background:** In June of 2000, the SANBAG Board approved a Cooperative Agreement with the City of Chino Hills to function as the Construction Manager for the SR 71 Landscape Project. The City of Chino Hills opted to hire an outside construction management firm, P&D Consultants, to be responsible for day to day oversight of the project.

The Route 71 Landscape project has encountered a number of obstacles and extended far longer than all parties involved anticipated with SANBAG having to terminate the first landscape contractor on the project. The Cooperative Agreement and subsequent amendments for Chino Hills' role as Construction Manager ran their course. Subsequently, a second landscape contractor was

\*

*Approved*  
*Major Projects Committee*

*Date: June 14, 2007*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed: \_\_\_\_\_*

brought in to complete the project. In order to maintain continuity on the project SANBAG exercised the Executive Director's authority to issue a Purchase Order with P&D Consultants. The SANBAG Board approved amendment No. 4 in December 2006 to supplement the Purchase Order to provide continued construction management oversight. In an effort to facilitate transitioning the 71 Landscape project to from the current contractor/SANBAG to Caltrans, SANBAG arranged with Caltrans to accept one interchange at a time to allow the contractor to focus on the remaining interchanges. Caltrans has now accepted five of the six interchanges and we expect that Caltrans will accept the sixth by the end of June 2007. While this approach has proven successful in transitioning the project to Caltrans, it has depleted the remaining funding in the Purchase Order. Staff now recommends increasing the PO in the amount of \$35,000 to fund additional close out costs including construction inspection on the sixth and final interchange, contract close-out paperwork and provide litigation support. The new not to exceed amount for PO 0432 is \$235,000.

Additionally, litigation with the first Rt. 71 landscape contractor is moving ahead as SANBAG tries to recover costs to complete the project. These additional requested funds will provide support by the construction management consultant to the legal team as they prepare for trial currently set for December 3, 2007.

***Financial Impact:*** This action is not consistent with the 2007/08 Budget and does require a budget amendment. Amend the SANBAG 2007/08 Budget increasing expenditures and revenues in Task Number 81808000 in the amount of \$35,000. Funding source is Measure I Valley Major Projects. TN 81808000

***Reviewed By:*** This item will be reviewed by the Major Projects Committee on June 14, 2007.

***Responsible Staff:*** Darren Kettle, Director of Freeway Construction

## SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

## SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments



# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents,  
San Bernardino Associated Governments  
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,  
multi-modal transportation system
- Strengthen economic development  
efforts
- Exert leadership in creative problem  
solving

To successfully accomplish this mission,  
SANBAG will foster enhanced relationships  
among all of its stakeholders while adding  
to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996